

**AMENDED AGENDA**  
**REGULAR CITY OF TILLAMOOK COUNCIL MEETING**  
**~ MONDAY, MARCH 5, 2012 AT 7:00 P.M. ~**  
**TILLAMOOK CITY HALL, 210 LAUREL AVENUE**  
**[www.tillamookor.gov](http://www.tillamookor.gov)**

**5:00 P.M. EXECUTIVE SESSION:** Property Negotiation and Pending Litigation

**6:00 P.M. WORKSHOP:** Transient Room Tax (TRT) Changes

**7:00 P.M. CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**MINUTES:** February 21, 2012

**PROCLAMATIONS:** National Earthquake and Tsunami Week – March 25 – 31, 2012

**PRESENTATIONS:** Oregon Coast Scenic Railroad - Doug Rosenberg and Denny Pastega

**CITIZENS HEARING/AUDIENCE COMMENTS** – Non Agenda Items

(This is the time reserved for citizens to address the Council on matters related to city government and properly the object of Council consideration. Time is limited to five (5) minutes for each speaker, unless the Council decides prior to the citizen hearings period to allocate more or less time. The purpose of the citizen hearings period is to provide citizens an opportunity to be heard by the council, primarily on issues not on the agenda).

**PENDING BUSINESS:**

1. EV4, LLC., Lease-It, Inc., and City of Tillamook Commercial Lease Agreement for Electric Vehicle Charging Station
2. County IGA for Demolition of old Safeway building
3. Surplus of City Shops to Advent Health Hospital

**NEW BUSINESS:**

1. Recommendation from Street Tree Committee
2. Changes to Street Tree Ordinance

**LEGISLATIVE:** None

**COUNCIL CONCERNS** – Non-Agenda Items

**MONTHLY REPORTS:**

1. Police Chief
2. City Planner
3. Public Works Director
4. Municipal Court
5. Mayor – verbal report

**COMMITTEE REPORTS:**

1. Urban Renewal Agency

**STAFF COMMUNICATIONS/CORRESPONDENCE/DISCUSSION:**

1. Tsunami Rally Information & Tillamook Evacuation Brochure
2. Tree City Recertification Requirements
3. ODOT's Electric Car Charging Program

**AUTHORIZATION TO PAY BILLS**

**ADJOURNMENT**

**THIS IS A PUBLIC MEETING PER ORS CHAPTER 192. THE CITY COUNCIL RESERVES THE RIGHT TO CALL AN EXECUTIVE SESSION PER ORS 192.660. CITY HALL IS HANDICAP ACCESSIBLE. PLEASE CONTACT THE OFFICE OF THE CITY MANAGER SHOULD SPECIAL ACCOMMODATIONS BE REQUIRED. CITIZENS WITH VISUAL OR MANUAL IMPAIRMENTS MAY CONTACT THE OREGON RELAY SERVICE BY PHONING 1-800-648-3458 (TDD) OR 1-800-848-4442 (VOICE). THE CITY OF TILLAMOOK IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.**

**City Meetings coming up in March 2012 at City Hall:**

1. City Council: Tuesday, March 19, 2012 @ 7:00 p.m.
2. Tillamook Urban Renewal Agency (TURA): March 14, 2012 @ 5:30 p.m.
3. Planning Commission: March 15, 2012 @ 7:00 p.m.

**POSTED: March 1, 2012**

City Hall \* Tillamook County Courthouse \* Tillamook Fire District \* Tillamook County Library

# Memo

City of Tillamook  
210 Laurel Avenue  
Tillamook, OR 97141



**To:** Honorable Mayor Weber and City Councilors  
**From:** City Manager Paul Wyntergreen and Chief Terry Wright  
**Date:** March 5, 2012  
**Re:** Fiscal year 12/13 TRT Budget Recommendation 1

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In this first recommendation, the 10 percent TRT would be divided up as follows;

7 Percent, this is the original 7 percent tax

2 Percent, which was added after the new Oregon Statute requiring that 70 percent of new collection rates be directed towards tourist or tourism related activity, and the other 30 percent unrestricted.

1 Percent, this was added to provide a steady funding stream for the Tillamook Chamber of Commerce.

The initial estimate is for FY 20/13 TRT revenue again of \$350,050. This does not include any carry over from FY11/12. This amount may be estimated and revised later as we get closer to final budget presentation and review with the Budget Committee and the Council.

In this proposed FY12/13 TRT budget, the **1 percent** for Chamber is again \$35,000. This is not changed at this time.

**The 70 percent of the 2 percent that is restricted** would this year be directed to cover line items Flower Basket, Holiday and Tourism Related Projects, Programs, a new suggested line item. **(Each Line Item will be explained separately below)**. The other 30 percent is expended as explained below.

**The other 7 percent would be allocated as explained below.**

## Revenue(s)

Revenues are initially being proposed to be \$350,050. This does not yet reflect possible Cash Carryover.

## Expenditures

(A) The TRT Officer amount is proposed to be less as historically the newest hired Officer is placed in this line. This is a savings of \$7,000 for this FY.

(B) This line item is zeroed and historically was created and used to offset and help pay for the new Transit Building. It is proposed to stay zero until it can be deleted.

(C) This is the 1 Percent recently added to the TRT overall room tax for the Chamber and is proposed to be a pass-through as it is collected.

*(\*\*) - Lines identified with this indicator have tourism component to them and are proposed to be paid out of the 70 percent of the 2 percent, which would total \$49,000 if 100 percent of the proposed revenue is collected in FY12/13. \$49,000 would be the total amount earned and then expended if 100 percent of the revenue for TRT were funded by the TRT collected in FY12/13.*

(D) This is a new proposed line. In this line the remainder of the 70 percent of the 2 percent would live, this next FY proposed to be \$26,000. These dollars could be used for any Tourism related activity, grant, project or concept, decided on by the Mayor and Council. If a grant program is to be continued, a full set of guidelines needs to be included in any ordinance amendment. All or part of these dollars could also carry over and build this line for future FY's, as long as the monies went to appropriate activities or projects.

(E) This is a new line for Council E, D, and B Priorities. At this time \$39,000 is identified for this line. These monies would be spent or carried over, at the discretion of the Mayor and Council, for any project and are unrestricted.

(F) There are new line items created to carry over funds not expended out of D & E each fiscal year to be able to build up these funds.

### **Transfers**

All transfers are similar to FY11/12 except Street department reimburse which was lowered for this next FY.

The unrestricted from the newer 30 percent of the 2 percent is \$53,980. At present this was identified as being used to help offset the loan repay from GF to the Water Fund. There should be 3 more FY's and then this loan would be repaid.

Revenues and expenditures balance for the next FY12/13, not including Cash Carryover from FY11/12.

**Revenues**

| FY11-12          |                  |   | FY12-13             | 70% of 2%     |
|------------------|------------------|---|---------------------|---------------|
| \$315,000        | 070-00-41160     | Hotel/Motel Tax (9%)                          | \$315,000           |               |
| \$40             | 41170            | Investment earnings                           | \$40                |               |
| \$10             | 41220            | Misc. Fees                                    | \$10                |               |
| \$35,000         | 41230            | Add'l 1 % tax for Chamber                     | \$35,000            |               |
| <b>\$350,050</b> |                  |   | <b>\$350,050</b>    |               |
|                  |                  | <b><u>Expenditures</u></b>                    |                     |               |
|                  |                  | <b>Personnel</b>                              |                     |               |
| \$55,032         | 070-70-52028     | TRT Officer (A)                               | \$48,000            |               |
| 0                | 52020            | Overtime                                      | 0                   |               |
| 0                | 52040            | Social Security                               | 0                   |               |
| 0                | 52050            | Workers Comp                                  | 0                   |               |
| 0                | 52060            | PERS  | 0                   |               |
| 0                | 52090            | Medical/Dental                                | 0                   |               |
| 0                | 52130            | Life Insurance                                | 0                   |               |
| <b>\$55,032</b>  |                  |   | <b>\$48,000</b>     |               |
|                  |                  | <b>Materials &amp; Supplies(Change Title)</b> |                     |               |
| 0                | 53290            | 70% of 2 % Tourism facilities (B)             | 0                   |               |
| \$35,000         | 53360            | Chamber Promotion ( C )                       | \$35,000            |               |
| \$12,368         | 53370            | Beautification/Clean up                       | \$7,650             |               |
| \$17,500         | 53375            | Flower Basket Program (**)                    | \$18,000            | 18,000        |
| \$7,850          | 53380            | Holiday Lighting/Decorations (**)             | \$5,000             | 5,000         |
| \$2,500          | 53540            | EDC Dues                                      | \$2,500             |               |
| \$46,900         | 53580            | 70% of 2 % Tourism facilities                 | 0                   |               |
| \$0              | <b>NEW 53###</b> | Tourism/Projects/Programs (D) (**)            | \$26,000            | 26,000        |
| \$0              | <b>NEW 53###</b> | Council ED & B Priorities (E)                 | \$39,000            | <b>49,000</b> |
|                  |                  | <b><u>Transfers</u></b>                       |                     |               |
| \$122,500        | 53900            | To GF 50% of 7 %                              | \$122,500           |               |
| \$25,300         | 53960            | GF for Property Purchase PD                   | \$25,300            |               |
| \$20,100         | 53980            | To GF from 30% of 2 %                         | \$20,100            |               |
| \$5,000          | 53970            | To Streets labor reimberse                    | \$1,000             |               |
|                  |                  | <b>Capital Outlay</b>                         |                     |               |
|                  | <b>NEW#####</b>  | Tourism Reserves (F)                          | \$0                 |               |
|                  | <b>NEW#####</b>  | Unrestricted Reserves (F)                     | \$0                 |               |
|                  |                  |   |                     |               |
| \$350,050        |                  | <b>Total Expenditures</b>                     | <b>\$350,050</b>    |               |
| \$350,050        |                  | <b>Total Revenue (Not Including CCO)</b>      | <b>\$350,050.00</b> |               |
|                  |                  |   |                     |               |

# ***PROCLAMATION***

## ***To Designate the Month of March as “Earthquake and Tsunami Awareness Month”***

**WHEREAS**, on March 11, 2011, a 9.0 magnitude earthquake near Honshu, Japan, generated a tsunami that claimed at least one life in the United States and caused tens of millions of dollars in property damages on the Oregon and California coast; and

**WHEREAS**, scientific evidence indicates that because of the Cascadia Subduction Zone Fault, the State of Oregon and especially the coastal communities are at risk for a large earthquake and potentially more damaging tsunami; and

**WHEREAS**, scientific evidence suggests the last Cascadia Subduction Zone rupture occurred on January 26, 1700 and has an average reoccurrence of every 300 years; and

**WHEREAS**, there now appears to be a 10% chance of a rupture occurring in the next 30 years; and

**WHEREAS**, this event aims to increase public awareness concerning the importance of preparing for emergencies including earthquakes and tsunamis and to persuade individuals to take action; and

**WHEREAS**, investing in the preparedness of ourselves, our families, our homes, and our local communities can and does save lives, property, and lessen the impact of a disaster such as an earthquake and tsunami; and

**WHEREAS**, during the month of March the Oregon Department of Geology and Mineral Industries will be conducting a Tsunami Education and Outreach in the Tillamook Bay area that will urge all residents and visitors to take measures to make their family better prepared for an earthquake or tsunami; and

**WHEREAS**, Tillamook County has experienced a Tsunami Advisory, Watch or Warning, on average, once each year for the last 5 years highlighting the need to prepare now,

**NOW, THEREFORE**, I, Mayor Suzanne Weber, of the City of Tillamook, Oregon does hereby proclaim the month of March 2012 as:

### **EARTHQUAKE AND TSUNAMI AWARENESS MONTH**

in Tillamook, Oregon.

**DATED** this 5<sup>th</sup> day of March, 2012.

Signed,

---

Suzanne Weber, Mayor  
City of Tillamook

**From:** <attorney@johnputman.com>

**Date:** February 23, 2012 5:03:45 PM PST

**To:** "Hans van der Meer" <hans@ev4oregon.com>

**Cc:** "Wyntergreen Paul" <pwyntergreen@tillamookor.gov>

**Subject:** FINAL City of Tillamook - EV4, LLC and Lease-It, Inc. Commercial Lease for Electric Vehicle Charging Station.

Hans:

Attached are (1) a Table of Contents and (2) Commercial Lease for EV4's proposed construction of electrical vehicle charging stations on identified City property. These attachments have been amended consistent with our recent email and discussions of today. The most significant amendment is EV4's concession to change "net revenue" to "gross revenue" in paragraph 2.2 Additional Rent in exchange for among other things a delay by two years before additional rent is charged and for quarterly installment payments rather than monthly installments for additional rent. This allows City to compare "apples to apples" when the AeroVironment commercial lease is later negotiated, and ultimately presented to the Council.

I have added a definition of "Premises" to paragraph 12.16.6 for convenience for future readers. It merely refers the reader to the first description of the Premises in Recital paragraph A.

As I understand, this lease is ready to present to the Tillamook City Council for its discussion and, I anticipate, its approval. I am forwarding a copy of this email and attached documents to City Manager Paul Wyntergreen. He is expecting it. He and the Mayor create the Council's Meeting Agenda. I will let you know as soon as I know whether or not this Lease will be part of the Council's March 5, 2012, Agenda. However, I expect Paul will let you know.

Mr. van der Meer, thank you for your professional, courteous and constructive approach to our negotiations. For my part, I thank you and your investor for your interest in Tillamook and for your business. Our Commercial Lease here will be a model for any future lease which City may consider. If you have any questions or need any further assistance concerning this lease, then please contact me.

John R. Putman  
Attorney for Tillamook, Oregon  
Law Office of John R. Putman  
416 Laurel Ave., Suite #2  
Tillamook, OR 97141  
#503.842.7733  
Fax#503.433.4529  
Email [Acatillamook@johnputman.com](mailto:Acatillamook@johnputman.com)

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<FINAL.EV4.Commercial Lease.docx>

<FINAL.EV4.Commercial Lease.Table of Contents.docx>

# GROUND LEASE AGREEMENT

| <b><u>Table of Contents</u></b>   | <b><u>Page</u></b> |
|---|--------------------|
| DATE: March __, 2012  | 1                  |
| LESSOR & Contact Information  | 1                  |
| LESSEE & Contact Information  | 1                  |
| <b>RECITALS</b>   | <b>1</b>           |
| <b>AGREEMENT</b>  | <b>2</b>           |
| <b>Section 1. Term &amp; Use.</b>   | <b>2</b>           |
| 1.1 <u>Effective Date</u>   | 2                  |
| 1.2 <u>Use.</u>   | 2                  |
| 1.3 <u>Term.</u>  | 2                  |
| 1.4 <u>Premises Condition “As Is, Where Is”.</u>  | 2                  |
| 1.5 <u>Option to Purchase.</u>  | 2                  |
| 1.6 <u>Improvements.</u>  | 2                  |
| 1.6.1 <u>Improvements not Fixtures.</u>   | 3                  |
| 1.6.2 <u>Termination If Substantial Construction Incomplete.</u>                          | 3                  |
| 1.7 <u>Possession.</u>  | 3                  |
| <b>Section 2. Rent; License Fee.</b>  | <b>3</b>           |
| 2.1 <u>Base Rent.</u>   | 3                  |
| 2.2 <u>Additional Rent.</u>   | 3                  |
| 2.2.1 Taxes as described in Section 6, below.   | 3                  |
| <b>Section 3 Permitted Use.</b>   | <b>3</b>           |
| 3.1 <u>Use.</u>   | 3                  |
| 3.1.1 <u>Lessee Use Regulations.</u>  | 4                  |
| 3.1.2 <u>Lessor Right of Entry.</u>   | 4                  |
| <b>Section 4. Insurance and Indemnification.</b>  | <b>4</b>           |
| 4.1 <u>Insurance.</u>   | 4                  |
| 4.2 <u>Certificate.</u>   | 4                  |
| 4.3 <u>Indemnity.</u>   | 4                  |
| 4.4 <u>Waiver of Subrogation.</u>   | 4                  |
| <b>Section 5. Compliance with Laws; Liens; Hazardous Substances; Restrictions on Use.</b> | <b>5</b>           |



| <b><u>Table of Contents</u></b>                               | <b><u>Page</u></b> |
|---|--------------------|
| <b>5.1 <u>Compliance with Laws.</u></b>                       | 5                  |
| <b>5.2 <u>Liens.</u></b>                                      | 5                  |
| <b>5.3 <u>Hazardous Substances.</u></b>                       | 5                  |
| <b>5.4 <u>Restriction on Use.</u></b>                         | 5                  |
| <b>5.5 <u>Restriction on Use.</u></b>                         | 6                  |
| <b>Section 6. Taxes and Other Charges.</b>                    | 6                  |
| <b>6.1 <u>Property Taxes.</u></b>                             | 6                  |
| <b>6.2 <u>Right of Contest.</u></b>                           | 6                  |
| <b>6.3 <u>New Charges or Fees.</u></b>                        | 6                  |
| <b>Section 7. Improvements; Utility Service; Maintenance.</b> | 6                  |
| <b>7.1 <u>Lessee Obligations.</u></b>                         | 6                  |
| <b>7.2 <u>Utilities; Meter.</u></b>                           | 7                  |
| <b>7.3 <u>Lessor Obligations.</u></b>                         | 7                  |
| <b>7.4 <u>Interruption of Services or Utilities.</u></b>      | 7                  |
| <b>Section 8. Default.</b>                                    | 7                  |
| <b>8.1 <u>Default.</u></b>                                    | 7                  |
| <b>Section 9. Remedies on Default.</b>                        | 8                  |
| <b>9.1 <u>Termination.</u></b>                                | 8                  |
| <b>9.2 <u>Damages.</u></b>                                    | 8                  |
| <b>9.3 <u>Remedies Cumulative.</u></b>                        | 8                  |
| <b>Section 10. Termination; Surrender.</b>                    | 8                  |
| <b>10.1 <u>Early Termination.</u></b>                         | 8                  |
| <b>10.2 <u>Surrender.</u></b>                                 | 8                  |
| <b>Section 11. Force Majeure.</b>                             | 8                  |
| <b>Section 12. General and Miscellaneous Provisions.</b>      | 9                  |
| <b>12.1 <u>Prior Agreements.</u></b>                          | 9                  |
| <b>12.2 <u>Time of the Essence.</u></b>                       | 9                  |
| <b>12.3 <u>Notices.</u></b>                                   | 9                  |
| <b>12.4 <u>Attorney Fees and Costs.</u></b>                   | 9                  |
| <b>12.5 <u>Non-waiver.</u></b>                                | 9                  |
| <b>12.6 <u>No Merger.</u></b>                                 | 9                  |
| <b>12.7 <u>Amendments.</u></b>                                | 9                  |

| <b><u>Table of Contents</u></b>  | <b><u>Page</u></b>                      |
|--|---|
| 12.8 <u>Governing Law.</u>   | 9                                       |
| 12.9 <u>Severability.</u>  | 9                                       |
| 12.10 <u>Counting of Days.</u>   | 9                                       |
| 12.11 <u>Binding Effect.</u>   | 10                                      |
| 12.12 <u>Assignment / Subleasing.</u>  | 10                                      |
| 12.13 <u>Recitals.</u>   | 10                                      |
| 12.14 <u>Exhibits.</u>   | 10                                      |
| <b>Exhibit A.</b> Property Map & Site Plan,<br><b>Exhibit A-1.</b> Legal Description of Premises,<br><b>Exhibit B.</b> Project Description, and<br><b>Exhibit C.</b> Utility Services and Obligations. |   |
| 12.15 <u>Additional Use Requirements</u>   | 10                                      |
| 12.16 <u>Definitions.</u>  | 10                                      |
| 12.16.1 <u>“Lessor” and “Lessee”</u>   | 10                                      |
| 12.16.2 <u>“Abandonment</u>  | 10                                      |
| 12.16.3 <u>“Renewal term</u>   | 10                                      |
| 12.16.4 <u>“Lessee’s communications operations”</u>  | 10                                      |
| 12.16.5  |   |
| 12.17 <u>Language.</u>   | 10                                      |
| <b><u>Acknowledgment:</u></b>  | 11                                      |
| <b>Signatures:   LESSEE: Lease-It, Inc.</b>  | 11                                      |
| <b>LESSOR: Tillamook, Oregon</b>   | 11                                      |
| <b>ATTACHMENTS:</b>  |   |
| <b>EXHIBIT A.</b>  | <b>Property Map &amp; Site Plan.</b>    |
| <b>EXHIBIT A-1.</b>  | <b>Legal Description of Premises.</b>   |
| <b>EXHIBIT B.</b>  | <b>Description of Facility.</b>         |
| <b>EXHIBIT C.</b>  | <b>Utility Service and Obligations.</b> |

## GROUND LEASE AGREEMENT

DATE: March 5, 2012

LESSOR: City of Tillamook  
c/o Paul Wyntergreen - City Manager  
210 Laurel Avenue  
Tillamook, Oregon 97141  
Phone: 503 842-2472, ext. 3460  
Fax: 503 842-3445  
E-mail: [pwyntergreen@tillamookor.gov](mailto:pwyntergreen@tillamookor.gov)

LESSEE: Lease-It, Inc., an Oregon corporation  
William Emberlin, President  
4610 SE 26th Avenue  
Portland, OR 97202  
Phone: 503 234-0707  
Fax: 503 230-8810  
E-mail: [wpe7878@comcast.net](mailto:wpe7878@comcast.net)  
TIN# 27-0757302

THIS LEASE AGREEMENT (the "Lease") is made and entered into as of this \_\_\_\_ day of March, 2012, between the **City of Tillamook** ("Lessor") and **Lease-It, Inc.**, ("Lessee").

### RECITALS

- A. WHEREAS, Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor, a portion of the improved real property with the physical street address of ..... Ivy Avenue, Tillamook, Oregon 97141 and more particularly described as: Legal Description of Property (the "**Property**"). The Lease applies to a portion of the Property, namely two parking spaces comprising approximately 300 square feet of a paved surface off-street parking lot (the "**Premises**"). The Property and the Premises are depicted in **Exhibit A** and legally described in **Exhibit A-1**.
- B. WHEREAS, Lessee desires to use the Premises for the purpose of installing its Solar Powered ETM™ Charging Station, and associated utility equipment, including at Lessee's option, a solar array mounted on a canopy and aboveground cabinet for battery storage and electrical equipment, for charging electric vehicles (EV), collectively the "**Improvements**", as further described in **Exhibit B**.
- C. WHEREAS, other than the role of landlord as described in this Lease, Lessor has no fiduciary responsibility or obligation in the installation, maintenance or operation of the Improvements.

///

## **AGREEMENT:**

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, Lessor and Lessee hereby agree as follows:

### **Section 1. Term & Use.**

**1.1 Effective Date.** This Agreement shall be effective on the date of full execution hereof (“**Effective Date**”). The first year of the initial five-year lease term is the “**Due Diligence Period**”. Lessee shall be permitted to enter the Property for the purpose of making appropriate engineering and environmental tests, inspections, and other reasonably necessary investigations (collectively, “**Investigations and Tests**”) that Lessee may deem necessary or desirable to determine the physical condition, suitability and economic feasibility of the Improvements. If for any reason, Lessee decides not to construct the Improvement on the Premises, then Lessee shall have the right to terminate this Agreement without penalty upon written notice to Lessor at any time during the Due Diligence Period.

**1.2 Use.** The Premises may be used by Lessee for any lawful activity in connection with the provisions of electrical automobile charging services, including the maintenance and operation of related facilities. Lessor agrees, at no expense to Lessor, to cooperate with Lessee, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Lessee’s intended use of the Premises.

**1.3 Term.** The initial term of this Agreement shall be five years. Provided Lessee has not been default during the current term, Lessee shall have the right to extend the Term for two successive five (5) year renewal terms. Thereafter, this Agreement shall automatically be extended annually unless one party notifies the other of its intention not to renew at least ninety (90) days prior to commencement of the succeeding renewal term. All terms and conditions of this lease shall apply to each renewal term, unless otherwise agreed in writing.

**1.4 Premises Condition “As Is, Where Is”.** Lessor warrants it is the owner in fee of the Property and Premises described herein. Lessor does not warranty the condition of the Premises or Property. Lessee accepts the Premises and Property “as is, where is”. This lease does not create or grant any other rights of access to the Premises, Property, air, light or views over the premises or any other property except as expressed herein.

**1.5 Option to Purchase.** If the Lease is not extended, or if extended, at the end of the second five-year renewal period, Lessor may, at its sole option, purchase the Improvements described herein. In the event Lessor purchases the Improvements, the purchase price shall be at fair market value. In the event that fair market value is to be determined, the parties will mutually agree on an appraiser to establish the fair market value. If the parties cannot mutually agree on an appraiser, each party will appoint its own accredited appraiser and the fair market value will be determined based on the average of the two appraisals.

**1.6 Improvements.** Lessee shall within the first year of the first term, if at all, construct the Improvements described below. Lessee shall maintain, install, repair, secure, replace, remove

and operate on the Premises electrical automobile charging services and facilities, including but not limited to a freestanding charging station, utility lines, electronic equipment, and supporting equipment and structures therefore (“**Improvements**”). In connection therewith, Lessee has the right to do all work necessary to prepare, add, maintain and alter the Premises for Lessee’s communications operations and to install utility lines connecting the Facilities to electrical services as needed. All of Lessee’s construction and installation work shall be performed at Lessee’s sole cost and expense and in a good and workmanlike manner.

**1.6.1 Improvements not Fixtures.** Title to the Improvements and any equipment placed on the Premises by Lessee shall be held by Lessee or its lenders or assigns and are not fixtures. Lessee shall remove the Improvements at its sole expense on or before the expiration or earlier termination of this Agreement. Lessee shall repair any damage to the Premises caused by such removal.

**1.6.2 Termination If Substantial Construction Incomplete.** If Lessee fails to substantially complete construction of the Improvement within one year of the Effective Date, this lease shall automatically terminate without notice.

**1.7 Possession.** Lessee’s right to possession of the Premises, both above and underground, and Lessee’s obligations under the Lease shall commence on the Effective Date.

## **Section 2. Rent; License Fee.**

**2.1 Base Rent.** Lessee shall pay to Lessor one dollar (\$1.00) per year as rent during the entire Term (“Rent”). Lessee shall pay the full amount of five dollars (\$5.00) for the Rent of the initial Term within ten (10) days of the Effective Date. Rent is earned in full by Lessor upon payment by Lessee.

**2.2 Additional Rent.** If Lessee constructs the Improvement, Lessee shall pay Lessor additional rent quarterly calculated as five percent (5%) of the gross revenue from charging electric vehicles. The quarterly additional rent installments are payable on the twenty-fifth of the month following the end of the quarter.

**2.2.1** Additional rent shall begin on the second anniversary of the Effective Date (also known as the beginning of the third year of the Term). Additional rent is not owed for the first and second years of the Term. Additional rent is due and payable as described here for any renewal term.

## **Section 3. Permitted Use.**

**3.1 Use.** Lessee shall use the Premises for the purposes of designing, installing, operating, repairing and maintaining the Improvements for vehicle charging and parking purposes. Lessee shall have the right of access over the Property to reach the Premises during installation and throughout the Term, and, if needed, a right to a reasonable laydown area adjoining the Premises for equipment and materials during installation. Lessee shall complete the installation of the Improvements such that the Improvements are fully operational within sixty (60) days after the Term Commencement Date. All such installations shall be in compliance with all applicable local, state and federal regulations and laws. The Improvements shall be at Lessee’s sole expense and shall be performed in accordance with any government design review and the building

permit issued by the relevant governmental jurisdiction. The Improvements and their installation also shall be consistent with **Exhibit B**. Lessee shall have continuing ingress and egress during the Term or any Renewal Term over and through the established access driveways for the Property to the Premises.

**3.1.1 Lessee Use Regulations.** Lessee may establish and enforce use regulations for the parking provided at the Premises, including, without limitation, assessing and collecting fees. Provided, however, that such enforcement shall not prevent enforcement of any applicable parking codes or regulations. Lessee must obtain Lessor's written approval prior to implementing any use regulations, such approval not to be unreasonably withheld.

**3.1.2 Lessor Right of Entry.** Lessor shall have the right to enter upon the Premises at any reasonable time to determine Lessee's compliance with this Lease, and to perform necessary services, maintenance and repairs or alterations to the Property. Except in case of emergency, such entry shall be at such times and in such manner as to minimize interference with the reasonable business use of the Premises by Lessee.

## **Section 4. Insurance and Indemnification.**

**4.1 Insurance.** Lessee shall at Lessee's sole expenses obtain, maintain, and keep during the term of this Lease comprehensive general liability insurance written on an "occurrence" basis from an insurance licensed to do business in the State of Oregon. Such insurance shall be in the amount of not less than \$1,000,000 combined single limit for liability, with a \$2,000,000 aggregate limit, insuring bodily and/or personal injury, including death and disease, and property damages. Insurance shall be without prejudice to coverage otherwise existing and shall include coverage for auto, personal injury, operations, products and negligent acts. Such insurance shall name Lessor as an additional insured and require Lessor be notified thirty (30) days prior to policy cancellation. If Lessee fails to obtain, maintain and/or keep this insurance in the amounts specified, Lessor may obtain a similar policy which in Lessor's sole discretion adequately protects Lessor for the coverages specified above. Lessee shall be liable, and reimburse Lessor within 30 days, for the cost of that insurance.

**4.2 Certificate.** Lessee agrees within thirty (30) days of beginning construction of the Improvement to provide a Certificate of Insurance containing an endorsement specifically naming the Lessor, its officers, agents, elected officials, and employees as additional insured. The certificate shall list the coverage afforded and shall not be canceled or amended without prior written notice to the Lessor.

**4.3 Indemnity.** Lessee shall indemnify, defend, protect and hold harmless Lessor from any claim, loss, or liability arising out of or related to any activity of Lessee on the Premises and Improvement in the possession or under the control of Lessee. Lessor shall have no liability to Lessee for any injury, loss, or damage caused by third parties, or by any condition of the Premises and Improvement. Lessor shall indemnify and defend Lessee for Lessor's negligence, gross negligence and/or intentional misconduct related to any activity of Lessor on the Premises and Improvement.

**4.4 Waiver of Subrogation.** Notwithstanding any provision in this Lease to the contrary, neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage

caused by (i) fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement or for any loss arising from business interruption, or (ii) for any loss or damage by reason of personal injury or death. In the event of insured loss, neither party's insurance company shall have a subrogated claim against the other. This waiver shall be valid only if the insurance policy in question expressly permits waiver of subrogation or if the insurance company agrees in writing that such waiver will not affect coverage under the policies. Each party agrees to use its reasonable best efforts to obtain such an agreement from its insurer if the policy does not expressly permit a waiver of subrogation.

## **Section 5. Compliance with Laws; Liens; Hazardous Substances; Restrictions on Use.**

**5.1 Compliance with Laws.** Lessee shall in the use of the Premises at all times and at Lessee's sole expense observe all local, state or federal laws, ordinances, rules and regulations which apply to the Premises and their use, specifically including without limitation the Americans with Disabilities Act, CERCLA (42 USC Sections 9601 – 9657, as amended), and/or ORS 466.005 *et seq.*, as amended.

**5.2 Liens.** Lessee shall not allow any lien of any kind, type or description to be placed or imposed upon the Premises or upon the Improvements by reason of any work, labor, services, or materials done for, or supplied to, or claimed to have been done for or supplied to, Lessee or anyone occupying or holding an interest in all or any part of the Premises through or under Lessee. If any such lien shall at any time be filed against the Premises, Lessee shall cause the same to be discharged of record within 60 days after the date of filing the same, by either payment, deposit, or bond, or Lessee shall provide Lessor with other security reasonably satisfactory to Lessor in an amount that will ensure the discharge of the lien plus costs and interest.

**5.3 Hazardous Substances.** Lessee shall not cause or permit any Hazardous Material, hazardous waste or toxic substance as each is defined and/or regulated in and under 42 USC Sections 9601 – 9657, as amended, and/or ORS 466.005 *et seq.*, as amended, to be stored, released or discharged on the premises. Lessee will not be responsible for any claims, judgments, damages, penalties, fines, costs, liabilities, and losses that arise after the Term or Renewal Term which are not caused by the Lessee. Lessee shall promptly notify Lessor of any storage, discharge or release of Hazardous Materials on, in, or about the Premises that Lessee becomes aware of during Term or Renewal Term, whether or not caused by Lessee. As used herein the term "**Hazardous Materials**" includes without limitation, any material or substance that is defined as 1) a hazardous or toxic waste, substance and/or material under any federal, state or local law, i.e. U.S. Department of Transportation Hazardous materials Table and U.S. Environmental Protection Agency regulation, 2) petroleum, and/or 3) asbestos. The provisions of this Section 5.3, including the indemnification provision herein, shall survive any termination of this Lease.

**5.4 Restrictions on Use.** Lessee shall refrain from any activity that would make it impossible to insure the Premises against casualty, would increase the insurance rate, unless Lessee pays the additional cost of the insurance.

**5.5 Restrictions on Use.** Lessee shall refrain from any use that would be reasonably offensive to the public or owners or users of neighboring premises, or that would tend to create a nuisance, or damage the reputation of the premises.

## **Section 6. Taxes and Other Charges.**

**6.1 Property Taxes.** Lessee shall pay all property taxes and public assessments ("Tax") on the Premises and Improvements, whether real, personal or mixed property occurring during the term of this lease. Lessee shall discharge, or cause to be paid and discharged, before any fine, penalty, interest, or cost may be added for nonpayment, all business and occupation taxes, assessments and all other governmental impositions and charges of every kind and nature whatsoever. Lessee's share of Tax here shall be prorated based upon the square footage of the Premises used by Lessee relative to total Property area and upon the period of this lease during any property tax year.

**6.2 Right of Contest.** Lessee shall have the right at Lessee's expense to contest any Tax, including any assessed valuation on which any Tax is based, by appropriate legal proceedings only as long as such contest (1) does not prejudice the rights of Lessor or Lessor's ability to insure the Premises and/or Property and/or (2) is conducted in a manner which does not cause any risk that Lessor's interest in the leased premises will be foreclosed for nonpayment. Lessor agrees at Lessee's expense to cooperate with Lessee in any such contest to such extent as Lessee may reasonably request. However, that Lessor shall not be liable to Lessee for the payment of any costs or expenses in connection with any proceeding brought by Lessee. Lessee covenants to indemnify and save Lessor harmless from any such costs or expenses. If Lessee prevails, Lessor and Lessee shall share any award, including damages if any, according to their proportionate interests described in paragraph 6.1 above, exclusive of Lessee's awarded costs, disbursements, expenses, if any, incurred in the contest which shall belong to Lessee.

**6.3 New Charges or Fees.** If a new charge or fee relating to the ownership or use of the premises or the receipt of rent therefrom or in lieu of property taxes is assessed or imposed, then to the extent permitted by law Lessee shall pay such charge or fee. Lessee, however, shall have no obligation to pay any income, profits, or franchise tax levied on the net income derived by Lessor from this lease.

## **Section 7. Improvements; Utility Service; Maintenance.**

**7.1 Lessee Obligations.** Lessee shall, at its own expense, maintain the Improvements, including any utility equipment installed thereon or attached thereto, in a safe condition, in good repair, and in a manner suitable to Lessor so as not to conflict with the use of the remaining portion of the Property. Lessee also shall pay for the cost of all electrical service (including infrastructure and electricity) to the Improvements either directly to the utility, or, if that is not feasible, to the Lessor.

**7.2 Utilities; Meter.** The parties acknowledge that utility lines may need to be run to the Premises and Improvements and a separate meter installed at or near the Premises for use of the Premises and Improvements as set out in the Lease. **Exhibit C** sets out the terms under which any such



utility lines and meter will be installed or upgraded and the obligations of the parties with respect to installation of the utility lines. Lessee shall pay when due all charges for services and utilities incurred in connection with the use, occupancy, operation and maintenance of the premises, including but not limited to any charges for infrastructure and electric meter installation, fuel, water gas, electricity, sewage disposal, power, refrigeration, air conditioning, telephone and janitorial services.

**7.3 Lessor Obligations.** Lessor shall have no obligation to repair or maintain the Premises or the Improvements and shall not be required to furnish to Lessee any facilities, services or utilities of any kind whatsoever. Lessee shall contract with Tillamook People's Utility District for electrical service to the Premises. Lessor is not a utility or other provider of electricity.

**7.4 Interruption of Services or Utilities.** Interruption of services or utilities shall not be deemed an eviction or disturbance of Lessee's use and possession of the Premises, render Lessor liable to Lessee for damages, or relieve Lessee from performance of Lessee's obligations under this Lease. Lessor has the right to enter the Premises in the event of an emergency to inspect the electrical service and/or to protect Lessor's property.

## **Section 8. Default.**

**8.1 Default.** The occurrence of any one or more of the following events constitutes a default and a breach of this Lease:

**8.1.1** Lessee or Lessor fails to pay any sum owed to other party, or Lessee fails to pay rent, taxes or other charges lawfully assessed or imposed payment of rent, taxes or other charges, thirty (30) days after written notice specifying the performance required.

**8.1.2** If Lessee uses the Premises and Improvements for any purpose other than expressly permitted under this Lease ("Non-permitted Use") and Lessee fails to discontinue such Non-permitted Use within twenty-four (24) hours of written notice specifying the Non-permitted Use.

**8.1.3** Dissolution, termination of existence, insolvency, business failure, discontinuance as a going business (except for labor disputes), appointment of a receiver of any of the Premises and/or Improvements, assignment for the benefit of creditors, or commencement of any proceedings under any bankruptcy or insolvency laws by or against Lessee. This lease shall automatically terminate without notice the moment prior to the events described in this paragraph only.

**8.1.4** Any assignment or subletting by Lessee of the Premises and/or Improvements without Lessor's prior, written approval.

**8.1.5** Lessee's abandonment of the Premises and/or Improvements.

**8.1.6** Lessee refuses and/or fails to surrender the Premises and/or Improvements upon lease termination.

**8.1.6 Default in Other Covenants.** Failure of Lessee to comply with any term or condition or fulfill any obligation of the lease (other than the payment of rent, taxes or other charges) within 30 days after written notice by Lessor specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely cured within the 30-day period, Lessee shall have complied with this paragraph if correction begins within the 30-day period and proceeds with reasonable diligence and in good faith.

## **Section 9. Remedies on Default.**

**9.1 Termination.** In the event of a default, the non-breaching party may, in its sole discretion, terminate the Lease effective immediately upon the breaching party's receipt of written notice as required under Section 8. Whether or not the Lease is terminated under Section 8, Lessor and Lessee shall be entitled to recover damages for the default of the breaching party. In the event of termination, if Lessee fails to remove the Improvements within sixty (60) days of written request by Lessor, Lessor may reenter, take possession and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages and without having accepted a surrender.

**9.2 Damages.** In the event of termination or retaking of possession following default, Lessor shall be entitled to recover from Lessee: Any rent owed, Tax, the reasonable costs of any cleanup, refurbishing, removal of Lessee's property and fixtures, or Any other expense occasioned by Lessee's default including but not limited to, any remodeling or repair costs, all attorney fees and court costs.

**9.3 Remedies Cumulative.** The foregoing remedies shall be in addition to and shall not exclude any other remedy available to Lessor under applicable law.

## **Section 10. Termination; Surrender.**

**10.1 Early Termination.** Lessor and Lessee each reserves the right to terminate for reasonable cause this Lease at any time by providing the other party with sixty (60) days advance written notice of its intent to terminate. Termination pursuant to this Section 10.1 will relieve both Lessor and Lessee of all further obligations under this Lease except that any liability resulting from any act or omission which shall have occurred during the term of this Lease shall survive the expiration or other termination of this Lease, including without limitation utilities, property taxes, and business registration and/or license fees.

**10.2 Surrender.** Upon termination of this Lease, Lessee shall repair any damage to the Premises that is caused or may result from Lessee's use of the Premises and shall restore the Premises to the same or better condition as existing immediately prior to utilizing the Premises, or to such other condition as the Lessor may reasonably approve. If restoration is impossible or in lieu of restoration, at the Lessor's sole discretion, Lessee shall compensate Lessor for any physical damage to the Premises in the amount reasonably determined.

## **Section 11. Force Majeure.**

If the performance by either of the parties of their respective obligations under this Lease (excluding monetary obligations) is delayed or prevented in whole or in part by any Legal Requirement (and not attributable to an act or omission of the party), or by any acts of God, fire or other casualty, floods, storms, explosions, accidents, epidemics, war, civil disorders, strikes or other labor difficulties, shortage or failure of supply of materials, labor, fuel, power, equipment, supplies or transportation, or by any other cause not reasonably within the party's control, whether or not specifically mentioned, the party shall be excused, discharged, and released of

performance to the extent such performance or obligation (excluding any monetary obligation) is so limited or prevented by such occurrence without liability of any kind.

## **Section 12. General and Miscellaneous Provisions.**

**12.1 Prior Agreements.** This instrument is the entire, final and complete agreement of the parties pertaining to the Lease of the Premises and supersedes and replaces all written and oral agreements heretofore made or existing by and between the parties or their representatives insofar as the Lease of the Premises is concerned. Neither party shall be bound by any other promise, representation or agreement, except as are expressly set forth herein.

**12.2 Time of the Essence.** Time is expressly made of the essence of each provision of this Lease.

**12.3 Notices.** Any notice required or permitted under this Lease shall be in writing and deemed received when (1) actually delivered or (2) conveyed seventy-two (72) hours after by (2.1) deposit in the United States mail as certified or registered mail, or (2.2) when sent by facsimile transmission with receipt confirmed. Notice shall be conveyed to the person or officer designated in this Lease to such person, address or facsimile transmission number as one party may designate by written notice to the other party.

**12.4 Attorney Fees and Costs.** If legal action is commenced in connection with this Lease, the prevailing party in such action shall be entitled to recover its reasonable attorney fees and costs incurred therein.

**12.5 Non-waiver.** Failure by either party at any time to require performance by the other party of any of the provisions hereof shall in no way affect the party's rights hereunder to enforce the same, nor shall any waiver by a party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this non-waiver clause.

**12.6 No Merger.** The obligations set forth in this Lease shall not merge with the transfer or conveyance of title to any part of the Premises, but shall remain in effect until fulfilled.

**12.7 Amendments.** This Lease may be amended, modified or extended without new consideration, but only by written instrument executed by both parties.

**12.8 Governing Law.** This Lease shall be construed in accordance with and governed by the laws of the State of Oregon.

**12.9 Severability.** If any portion of this Lease shall be invalid or unenforceable to any extent, the validity of the remaining provisions shall not be affected thereby.

**12.10 Counting of Days.** Whenever a time period is set forth in days in this Lease, the first day from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday or legal holiday, including Sunday, in which event, the period runs until the end of the next day that is not a Saturday, Sunday or legal holiday.

**12.11 Binding Effect.** The covenants, conditions and terms of this Lease shall extend to, be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto. Provided, however, no assignment by Lessee shall relieve Lessee of any of its obligations and liabilities under this Lease.

**12.12 Assignment / Subleasing.** This Lease may not be assigned and/or subleased by Lessee during the Term or any Renewal Term without the prior written approval of Lessor.

**12.13 Recitals.** The Recitals hereto are hereby incorporated by this reference.

**12.14 Exhibits.** The following Exhibits are attached hereto and incorporated as a part of this Lease: **Exhibit A.** Property Map & Site Plan,  
**Exhibit A-1.** Legal Description of Premises,  
**Exhibit B.** Project Description, and  
**Exhibit C.** Utility Services and Obligations.

**12.15 Additional Use Requirements.** All signs installed by Lessee shall comply with Lessor's standards for signs and all applicable codes. No sign may be installed without Lessor's prior review and approval.

**12.16 Definitions.**

**12.16.1 "Lessor"** and **"Lessee"** each shall include the party and their respective agents, appointees, elected representatives, employees, heirs, invitees, licensees, officers, officials, staff and/or successors.

**12.16.2 "Abandonment"** of the premises and/or **"Abandon"** means, and shall have occurred when, Lessee fails for 30 days or more to occupy, and maintain as a going concern, Lessee's business and Improvements on the Premises for any of the purposes permitted under this lease, unless such failure is excused under other provisions of this lease.

**12.16.3 "Renewal term"** means any consecutive period subsequent to the initial term of this Agreement and to any other renewal term.

**12.16.4 "Lessee's communications operations"** means direct communications strictly for the purpose of monitoring Lessee's business activity on the premises only. See paragraph 1.5.

**12.16.5 "Premises"** is defined in Recital paragraph A, incorporated here by reference.

**12.16.6** [Reserved for expansion]

**12.17 Language.** The paragraph headings are for information only and shall not be used to interpret paragraph contents. All masculine, feminine and neuter genders are interchangeable. All singular and plural nouns are interchangeable, unless the context clearly requires otherwise. Whenever used "shall" denotes a mandatory duty, "may" denotes a permissive duty, and "should" denotes a recommended, but not required, duty.

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**Acknowledgment: EACH PARTY REPRESENTS TO THE OTHER BY THEIR SIGNATURES BELOW THAT EACH HAS READ, UNDERSTANDS, AND AGREES TO ALL COVENANTS, TERMS AND CONDITIONS OF THIS AGREEMENT. EACH PARTY FURTHER REPRESENTS TO HAVE THE ACTUAL AND/OR APPARENT AUTHORITY TO BIND THEIR RESPECTIVE LEGAL PERSONS, CORPORATE OR OTHERWISE, IN CONTRACT.**

**LESSEE: Lease-It, Inc.**

an Oregon corporation

By:

Name:

Title:

Date:

**LESSOR: City of Tillamook**

By:

Name:

Title:

Date:

**EXHIBIT A. Property Map & Site Plan,**

**Exhibit A-1. Legal Description of Premises,**

**EXHIBIT B. Description of Facility:**

Lessee shall construct a Solar Powered ETM™ charging station, manufactured by EV4 Oregon LLC which operates as an alternative fueling station for electric vehicles (EV). The ETM™ consists of a metal canopy structure covering two parking spaces with solar panels as the roof of the structure. The ETM™ will include EV service equipment (EVSE) consisting of one level 2 EV charging unit (standard J1772 compliant) and one (1) DC Fast Charger (CHAdeMO standard compliant). The EVSE will be compliant with National Electrical Code. The parking spaces under the canopy will be assigned for electric vehicle parking only while charging.

**EXHIBIT C. Utility Service and Obligations.**

**INTERGOVERNMENTAL AGREEMENT**  
**HAZARD MITIGATION PROGRAM CONTRACT, FEMA DR-1733-OR**  
**Safeway Demolition and Site Restoration**

This Agreement is made and entered into, in duplicate originals, this \_\_\_\_ day of JanuaryMarch, 2012, by and between Tillamook County, a political subdivision of the State of Oregon, hereinafter referred to as "COUNTY" and the City of Tillamook. A municipal corporation, hereinafter referred to as "CITY".

**RECITALS**

WHEREAS, COUNTY is the Subgrantee under Hazard Mitigation Grant Program Contract, FEMA DR-1733-OR, attached hereto as EXHIBIT I, and hereinafter referred to as "GRANT" with the State of Oregon, Oregon Emergency Management, Grantee, hereinafter referred to as "STATE"; and

WHEREAS, COUNTY is being reimbursed by the State of Oregon for those eligible costs and activities necessary for the implementation of the Hazard Mitigation Project entitled **Tillamook Commercial Property Acquisition Project<sup>1</sup>**, hereinafter referred to as "PROJECT"; and

WHEREAS, COUNTY desires to contract with CITY to manage demolition and site restoration of the Safeway property located at 955 North Main Street (Highway 101), Tillamook, Oregon, consisting of approximately 4.77 acres of land and approximately 40,296 square feet of building, hereinafter referred to as "PROPERTY"; and

WHEREAS, through the grant agreement with STATE, COUNTY is obligated, on behalf of itself and any other entity with whom it enters into an agreement regarding these grant funds or equipment, supplies, services, and projects purchased therewith, to comply with all terms of the grant including, but not limited to, obligations regarding reporting, access to records and supplanting of funds; and

WHEREAS, the parties have the authority to enter into this Agreement pursuant to ORS Chapter 190;

NOW, THEREFORE, the premises being in general as stated in the foregoing recitals, it is agreed by and between the parties hereto as follows:

**SECTION 1. TERM.** This Agreement shall be effective on the date last signed, below, and shall be retroactive to work commenced on or after December 28, 2011. The term of this Agreement shall continue until completion of the PROJECT approved by federal and state officials, including completion of close out and audit, unless earlier terminated as set forth in Section 4, herein.

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<sup>1</sup> Safeway Store acquisition and demolition

## SECTION 2. SCOPE OF WORK.

- A. CITY's ROLE AND RESPONSIBILITY. CITY will manage demolition of building, removal of hardscape and site restoration of PROPERTY in compliance with terms of the GRANT, and as otherwise set forth in this Agreement. CITY shall develop scope of work and procure services needed to complete the PROJECT in accordance with CITY policies and procedures. The cost for demolition of PROPERTY improvements and site restoration has been established by contractor bid, attached hereto as estimated as indicated in EXHIBIT II, and is not to exceed \$173,860.00 and plus limited project management costs necessary to carry out PROJECT. City shall solicit bids for the demolition in accordance with its purchasing policies and with the recorded Property Restriction. PROJECT shall be completed and certified by COUNTY no later than June 30, 2012.
- B. COUNTY COORDINATION. COUNTY shall implement the GRANT as a pass-through from STATE and shall reimburse any eligible CITY costs incurred in implementation of PROJECT as set forth in the GRANT Subsection C below, and in the AGREEMENT FOR ESCROW HOLDBACK OF FUNDS FOR DEMOLITION which is attached hereto as EXHIBIT III and incorporated by reference herein. COUNTY hereby authorizes CITY to approve payment to contractor for demolition and site restoration work, and to approve change orders as necessary to complete PROJECT. COUNTY has final authority for these instructions and funds held in escrow.
- C. GRANT FUNDS AVAILABLE TO CITY. GRANT funds to be paid to CITY shall be limited to and shall not exceed the actual payments received by COUNTY from STATE for reimbursement under the GRANT, not to exceed \$ 173,860.00 for demolition and site restoration costs, and plus reasonable project management costs, with administrative costs limited to costs incurred by management level personnel. Under no circumstances shall COUNTY's total obligation for grant money exceed the stated amount, nor shall COUNTY have any further obligation to supply non-grant funds to CITY. CITY is solely responsible for any cost overruns. Should COUNTY or STATE deem that an item is non-reimbursable, COUNTY shall inform CITY of this decision and provide the reason. GRANT funds may not be used for purposes inconsistent with the terms of GRANT documents. COUNTY shall not be liable for CITY's expenditures if GRANT funds are not received by COUNTY. If CITY's expenditures are found to not meet GRANT requirements, CITY will reimburse COUNTY for the amount of funds spent in violation of GRANT requirements.

- D. REIMBURSEMENT. CITY expenditures sought to be reimbursed by GRANT funds shall be spent in a manner consistent with the Terms and Conditions of the GRANT Award documents, attached as Exhibit I, and the terms of this Agreement. CITY shall expend funds for demolition and site restoration costs and submit invoices and request for reimbursement from the escrow holdback account pursuant to the Agreement contained in Exhibit III, attached hereto. CITY shall provide to COUNTY copies of all invoices and requests for reimbursement from the escrow holdback account. Funding shall not exceed the total federal contributions available for the approved PROJECT costs under GRANT.

### SECTION 3. CITY OBLIGATIONS.

- A. Payments will be made upon receipt of payments to COUNTY from STATE, upon submission and approval of a State of Oregon GRANT Payment Request to STATE. CITY shall submit all appropriate supporting documentation of the incurred costs to COUNTY. Final payment will be made upon completion of PROJECT, completion of all final inspections by STATE and COUNTY, and final approval by FEMA. Final payment is conditioned upon a financial review by STATE or FEMA. Adjustments to the final payment may be made following any audits.
- B. CITY shall maintain books, records, documents and other evidence and accounting procedures and practices that sufficiently and properly reflect all direct costs of any nature expended in the performance of this Agreement. Such records shall be subject at all reasonable times to inspection, review, or audit by COUNTY or STATE personnel, other personnel duly authorized by COUNTY or STATE, the Secretary of State's Audit Division, or the United States Inspector General. Such documents shall be maintained in such a way to facilitate the State's audit requirements. CITY shall retain all books, records, documents and other material relevant to this Agreement for three years after the date of final payment or an extended period as established by FEMA in 44 CFR 13. 42. CITY shall photographically document pre-demolition and site conditions, and post-demolition and site restoration conditions of PROJECT PROPERTY and shall deliver such photographs to COUNTY.
- C. CITY is responsible for any audit exceptions incurred by its own organization or that of its contractors. CITY shall maintain records and accounts in such a way as to facilitate COUNTY's audit requirements. COUNTY reserves the right to recover from CITY disallowed costs resulting from the final audit. CITY shall send an audit report to COUNTY as soon as it is available, but no later than nine months after the end of COUNTY's fiscal year in which any funds received by STATE for the PROJECT. Responses to previous management findings and



disallowed or questioned costs shall be included with the audit report. CITY shall respond to a request for information or corrective action concerning audit issues within 30 days of the request. CITY shall comply with Single Audit requirements in accordance with OMB Circular A-133.

D. RECOVERY OF FUNDS.

In the event that CITY fails to complete PROJECT, fails to expend, or is overpaid in accordance with federal or state Hazard Mitigation Program laws or programs, COUNTY reserves the right to recapture funds in accordance with federal and state laws and requirements. CITY shall repay COUNTY within 20 days of demand. COUNTY shall be entitled to its reasonable attorney fees and costs to recover such funds. CITY shall indemnify, defend and hold COUNTY harmless from and against any state or federal claim for the recovery of GRANT funds allocated to PROJECT that are the result of CITY actions. CITY shall be responsible for pursuing recovery of monies paid under this Agreement in performing work under PROJECT against any party that might be liable, and further CITY shall cooperate in a reasonable manner with COUNTY, STATE and the United States in efforts to recover expenditures under this Agreement.

E. CONFLICT OF INTEREST.

CITY shall insure that any employee, governing body, contractor, subcontractor, or organization that has an actual or potential conflict of interest under ORS Chapter 244 will resolve that conflict in a manner consistent with the requirements of that Chapter.

F. POLITICAL ACTIVITY.

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot measure.

G. NON-ASSIGNMENT.

CITY may not assign any claim or right arising under Agreement, either in whole or in part.

H. Upon completion of PROJECT, CITY will operate and maintain PROPERTY in a manner that adheres to the recorded Property Restriction requiring that PROPERTY be used as open space in perpetuity.

I. CITY shall apply any savings, rebates, and reductions in costs to reduce the overall PROJECT cost.

## SECTION 4. TERMINATION

- A. By CITY. CITY may terminate this contract upon thirty (30) days notice to COUNTY, and upon the return of all funds paid under this Agreement to COUNTY.
- B. This Agreement may be terminated by mutual consent of both parties, upon return of all funds paid under this Agreement to COUNTY.
- C. By COUNTY. COUNTY may terminate this Agreement or reduce the scope of work effective upon delivery of written notice to CITY, or at such later date as may be established by COUNTY, under any of the following conditions:
  - 1. There is a reduction in federal funds which are the basis of this Agreement; and/or
  - 2. CITY has made any material misrepresentation, error, or inaccuracy in CITY's acceptance of GRANT funds.
  - 3. If inspections and review of CITY's support documentation reveal noncompliance in performance of the work and/or documentation of the work, and CITY does not correct deficiencies or variances within the required time.
  - 4. If COUNTY is, for any reason, required to return PROJECT GRANT funds to the state or federal government.
  - 5. If CITY fails to perform any of the provisions of this Agreement in accordance with its terms, and after receipt of written notice from COUNTY fails to correct such failures within thirty (30) days or such longer period as COUNTY may authorize.

Upon termination or reduction in the scope of work as provided in this Subparagraph C, CITY shall return any improperly spent federal GRANT funds to COUNTY within ten (10) days of receipt of a demand. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination. If CITY fails to reimburse COUNTY within ten (10) days of demand COUNTY may take any action necessary to recover improperly spent funds. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.

## SECTION 5. INDEMNIFICATION

- A. To the extent permitted by any constitutional and statutory limitations applicable to CITY, including, but not limited to, provisions relating to debt limits, tort claims limits and workers' compensation, CITY shall indemnify, defend, save, and hold harmless the United States, and its agencies, officers, employees, agents, and members, and COUNTY and its officers, agents, and employees, from and against all claims, damages, losses, expenses, suits, or actions of any nature arising out of or resulting from the activities of CITY, its officers, employees, agents, members, contractors, or subcontractors under this Agreement. (We need a matching, but reverse, indemnification from the County for its actions). If you can provide the language, insert here.
- B. Notwithstanding the foregoing defense obligations under this section, CITY shall not defend any claim in the name of the foregoing entities or any agency/department/division of such other entity, nor purport to act as legal representative of the other entity or any of its agencies/departments/divisions, without prior written consent of the legal counsel of each such other party. Each entity may, at any time at its election assume its own defense and settlement in the event that it determines that the other entity is prohibited from defending it, or that other entity is not adequately defending its interests, or that an important governmental principle is at issue or that it is in the best interests of the party to do so. Each entity shall have the right to pursue any claims it may have against the other if it elects to assume its own defense.

## SECTION 6. MISCELLANEOUS

### A. CITY ASSURANCES.

1. CITY represents that it is fully capable of implementing the a PROJECT as similar to consistent with that described in Exhibit II.
2. CITY has full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.
3. This Agreement has been duly authorized, executed, and delivered on behalf of CITY and constitutes a legal, valid and binding obligation of CITY, enforceable in accordance with its terms.
4. With COUNTY compliance assistance (do you have copies of all this stuff?), No. This is boiler plate language related to use of any federal funds. Your attorney should be able to provide if you don't have it readily available. CITY hereby assures and certifies that it will comply with all applicable state and federal laws and regulations, including, but not limited to, the provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC 5121-5206 (Public Law 93-288, as amended; hereafter "Stafford Act"); 44 CFR Parts 7, 13, 14, 17, 18 and 206, and Subchapters B, C, and D; Office of management and Budget Circulars A-21, A-87, A-102, A-110, A-122,

and A-133; the Oregon State Public Assistance Administrative Plan dated September 1993; Wages, Hours and Records Laws (ORS Chapter 652); Conditions of Employment Laws (ORS Chapter 643); and Unemployment Insurance Laws (ORS) Chapter 657).

5. The emergency or disaster relief work for which federal assistance is requested herein does not or will not duplicate benefits received for the same loss from any other source.
6. CITY will operate and maintain the PROPERTY being restored using funds provided under this Agreement in accordance with the minimum standards as may be required or prescribed by the applicable federal, state and local agencies for the maintenance and operation of such property.
7. CITY will, for any work associated with PROJECT financed herewith, comply with applicable standards of safety, decency and sanitation and in conformity with applicable codes, specifications and standards, and will evaluate the hazards in areas in which the proceeds of the grant are to be used and take appropriate action to mitigate such hazards, including safe land use and construction practices. CITY will, prior to the start of any PROJECT work activity, ensure that all applicable federal, state and local permits and clearances are obtained including FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other federal and state environmental laws (are all federal, state and county permits secured for us to proceed? We will handle local City permits). Again, this is boilerplate language related to federal funding. Your city regulations should hopefully be in compliance with applicable state and federal laws.
8. CITY will not enter into a contract with a contractor who is on the General Services Administration (GSA) list of Parties Excluded from Federal Procurement or Non-procurement Programs.
9. CITY will comply with minimum wage and maximum hours provision of the Federal Fair Labor Standards Act.
10. With COUNTY compliance assistance (do you have copies of all this stuff?), See response above. CITY shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the work under this agreement, including without limitation the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235, and 279B.270. Without limiting the generality of the foregoing, CITY expressly agrees to comply with: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Section 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended; and the Age discrimination Act of 1975, as amended; (viii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as

amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. CITY shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(1)(ee)), recycled PETE products (as defined in ORS 279A.010(1)(ff)), and other recycled products (as "recycled product: is defined in ORS 279A.010(1)(gg)).

11. CITY shall utilize certified minority-owned and women-owned businesses (MWBE's) to the maximum extent possible in the performance of this Agreement in accordance with applicable law. (How are we to do this?) Again – required by law for projects using federal funding. The City should cover this in their bid solicitation process – consult your city attorney.
12. CITY does not have to comply with the provisions of the Davis-Bacon Act for grants made under the disaster assistance program, unless otherwise required by law.
13. CITY and its contractors, subcontractors, and other employers providing work, labor, or materials as a result of the application are subject employers under the Oregon Workers' Compensation Law. All employers, including CITY, that employ subject workers who work under this Agreement in the state of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. CITY shall ensure that each of its subcontractors complies with these requirements. This shall include Employer's Liability Insurance with coverage limits of not less than \$100,000 for each accident.

B. NOTICES. The parties' representatives for purposes of this Agreement are:

FOR COUNTY:  
 Valerie Soilihi, AICP, Director  
 CM,  
 Community Development Department  
 1510-B Third Street  
 Tillamook, OR 97141  
 503-842-3408

FOR CITY:  
 Paul Wyntergreen,  
 City Manager  
 City of Tillamook  
 210 Laurel Avenue  
 Tillamook, OR 97141  
 503-842-2472

Notices required to be given under this Agreement shall be give in writing and shall be deemed given when received by the other party at the address indicated above.

- C. COUNTY may conduct audits, inspections and any other inquiries and investigations, as it deems necessary, to ensure that CITY complies with this Agreement and that GRANT funds are being spent in accordance with the terms of the Agreement.
- D. With COUNTY compliance assistance, CITY shall obtain copies of all federal regulations with which it must comply and certify that it has read and will comply with the terms of the GRANT award documents. CITY agrees to comply with the requirements of non-discrimination, civil rights and equal opportunity provisions of the GRANT award documents.
- E. This Agreement has been duly authorized, executed and delivered by an authorized officer of CITY, and assuming that CITY has all the requisite power and authority to authorize, execute and deliver, and has duly authorized, executed and delivered, this Agreement, this Agreement constitutes the legal, valid and binding obligation of CITY in accordance with its terms.
- F. ACKNOWLEDGEMENTS. CITY shall include language which acknowledges the funding contribution of FEMA to PROJECT in any information release or other publication developed or modified for, or referring to PROJECT.
- G. INSURANCE. CITY shall comply with the insurance requirements of the Stafford Act (Please detail what these requirements are), this is standard requirement when using federal funds – consult with your attorney as amended, and obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was demolished, replaced, repaired, restored or constructed with this assistance.
- H. NO WAIVER. The failure of COUNTY to exercise, and any delay in exercising any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any further exercise thereof or the exercise of any other such right, power or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.
- I. HEADINGS. The section headings are included for convenience only, and do not give full notice of the terms of any portion of this Agreement, and are not relevant to the interpretation of any provision of this Agreement.

- J. NO THIRD PARTY BENEFICIARIES. COUNTY and CITY are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right whether directly, indirectly or otherwise, to third persons unless such third persons are expressly described as intended beneficiaries of the terms of this Agreement.
- K. VENUE. This Agreement shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflict of law. Any claim, action, suit or proceeding (collectively, "Claim") between COUNTY and CITY that arises or relates to this Agreement shall be brought and conducted solely and exclusively within the circuit court of Tillamook County for the State of Oregon, provided, however, if the Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively in the United States District Court for the District of Oregon.
- L. SEVERABILITY. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions and applications of this Agreement shall not be affected and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- M. ENTIRE AGREEMENT. THIS AGREEMENT AND ATTACHED EXHIBITS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES ON THE SUBJECT MATTER HEREOF. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES AND ALL NECESSARY APPROVALS HAVE BEEN OBTAINED. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THE FAILURE OF EITHER PARTY TO ENFORCE ANY PROVISION OF THIS AGREEMENT SHALL NOT CONSTITUTE A WAIVER BY THAT PARTY OF THAT OR ANY OTHER PROVISION.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year written below.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2012.

BOARD OF COUNTY COMMISSIONERS

FOR TILLAMOOK COUNTY, OREGON

\_\_\_\_\_  
Tim Josi, Chairperson

\_\_\_\_\_  
Mark Labhart, Commissioner

\_\_\_\_\_  
Charles J. Hurliman, Commissioner

ATTEST:     Tassi O'Neil  
                 County Clerk

BY:           \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
County Counsel

CITY OF Tillamook County

\_\_\_\_\_  
Mayor Suzanne Weber



## STATE OF OREGON

### OREGON EMERGENCY MANAGEMENT

#### HAZARD MITIGATION GRANT PROGRAM CONTRACT, FEMA DR-1733-OR

##### 1.0 PARTIES TO THIS AGREEMENT

This Agreement is made and entered into by and between the State of Oregon, Oregon Military Department, Oregon Emergency Management, hereinafter referred to as "Grantee" and Tillamook County, hereinafter referred to as "Subgrantee".

WHEREAS the President of the United States has declared that a major disaster exists in the State of Oregon based on damage resulting from Severe Storms, Flooding, Landslides, and Mudslides during the period of December 1 - 17, 2007.

WHEREAS Grantee is authorized by the 2007 FEMA-State Agreement for the December 1 - 17, 2007 Severe Storms, Flooding, Landslides and Mudslides Event (DR-1733-OR) to execute on behalf of the State of Oregon all necessary documents for the Hazard Mitigation Grant Program, including approval of subgrants and certification of claims.

THEREFORE, the Parties mutually agree to the following.

##### 2.0 PURPOSE

Federal funding is provided by the Federal Emergency Management Agency (FEMA) and is administered by Grantee. Under the authority of Presidential Major Disaster Declaration FEMA DR-1733-OR, Grantee is reimbursing the Subgrantee for those eligible costs and activities necessary for the implementation of the Hazard Mitigation Project entitled **Tillamook Commercial Property Acquisition Project**<sup>1</sup> dated October and described in the application materials submitted to Grantee as the work to be performed, hereinafter referred to as the "Project".

##### 3.0 TIME OF PERFORMANCE

Activities payable under this Agreement and to be performed by Subgrantee under this Agreement shall be those activities which occurred starting **October 18, 2011**<sup>2</sup> and shall terminate upon completion of the Project approved by federal and state officials, including completion of close out and audit. This period shall

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<sup>1</sup> Safeway Store acquisition and demolition

<sup>2</sup> Date of FEMA funding obligation; pre-award activities include eligible project development costs

15. Matrix

be referred to as the "Agreement Period." Except as otherwise provided in this Section 3.0, the Project shall be completed no later than **October 17, 2012**.

In the event of extenuating circumstances preventing Subgrantee from completing the Project on or before the FEMA performance deadline of **October 17, 2012**, Grantee may, at its sole discretion and if approved beforehand by FEMA, grant a time extension to the approved Project. Request for an extension of time shall be submitted by Subgrantee in writing with an explanation of the extenuating circumstances.

#### **4.0 CLOSE-OUT**

It shall be the responsibility of Grantee to issue close-out instructions to the Subgrantee upon completion of the Project.

#### **5.0 FUNDING**

The total *estimated* cost of the Project for the purpose of this Grant Agreement is **\$1,089,692.80<sup>3</sup>**.

Grantee will administer the Hazard Mitigation Grant Program and reimburse any eligible costs for the Project to Subgrantee which are identified in the documentation provided by Subgrantee and approved by Grantee and FEMA.

The Parties understand that the Federal Emergency Management Agency will contribute seventy-five percent (75%) of the eligible costs for any eligible project and also will contribute an administrative allowance, as provided for in subparagraph 4 of Section 6.0 of this Agreement, and that no state funds are obligated for contribution under this Agreement. The 75% Federal share for this project is **\$817,269.60.<sup>4</sup>**

Subgrantee will commit the required twenty-five percent (25%) non-federal match to any eligible project.

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<sup>3</sup> Final project cost to be ascertained and finalized at property acquisition closing. This amount includes all costs associated with acquisition and hold-back for eligible demolition activities. Force account labor for project management are also included as estimates in the total project cost.

<sup>4</sup> This federal share amount is the 75% share of the total estimated project cost.

## **6.0 PAYMENTS**

Grantee, using funds granted for purposes of the Hazard Mitigation Grant Program from FEMA, shall issue payments to Subgrantee as follows:

1. Payments will be made to Subgrantee upon submission and approval of a State of Oregon Hazard Mitigation Program Payment Request to the Grantee. Partial payments of funds for costs already incurred may be requested at any time during the Project. This request must include appropriate supporting documentation of the incurred costs.
2. Final Payment will be made upon completion of Project, completion of all final inspections by Grantee, and final approval by FEMA. Final payment will also be conditioned upon a financial review by Grantee or FEMA. Adjustments to the final payment may be made following any audits conducted by the Oregon Secretary of State's Audits Division or the United States Inspector General's Office.
3. No federal administrative monies (subgrantee administrative allowance) is associated with the Hazard Mitigation Program for FEMA-DR-1733-OR projects.
4. All payment requests shall be made on a State of Oregon Hazard Mitigation Program Payment Request Form to the Grantee, which references the appropriate Hazard Mitigation Project Number, FEMA Project Number and FEMA FIPS Number, and appropriate documentation as required.
5. Funding shall not exceed the total federal contributions available for the approved hazard mitigation project costs under the Hazard Mitigation Grant Program FEMA-DR-1733-OR.
6. Grantee reserves the right to make any inspection prior to release of any payment or at any time during the duration of this Agreement.

## **7.0 COST OVERRUNS**

Cost overruns are the responsibility of the Subgrantee and will be borne fully by the Subgrantee.

## **8.0 RECORDS MAINTENANCE**

The Subgrantee shall cause books, records, documents, and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct costs of any nature expended in the performance of this Agreement.

These records shall be subject at all reasonable times to inspection, review, or audit by Grantee personnel, other personnel duly authorized by the Grantee, the Secretary of State's Audits Division, or the United States Inspector General. Subgrantee will retain all books, records, documents, and other material relevant to this Agreement for six years after date of final payment or an extended period as established by FEMA in 44 CFR 13.42.

Subgrantee will photographically document pre-construction, construction and completed conditions of the Project and make such documents a part of its records.

For acquisition projects, FEMA is required to track the use of real property acquired with grant funds in order to ensure that the property is maintained for open space in perpetuity (see *28.0 Property Acquisition Regulation*). Subgrantee shall retain real estate transaction and property tracking records indefinitely.

## **9.0 AUDITS AND RECORDS**

Audits shall be in accordance with the Single Audit Act of 1984, as amended. Subgrantee is to procure, at its own cost, audit services based on the following guidelines:

1. Subgrantee receiving less than \$50,000 in federal funds in a fiscal year is exempt from compliance with the Single Audit Act. However, records must be available for review by Grantee.
2. Subgrantee receiving \$50,000 to \$500,000 in total federal funds in a fiscal year may choose to have an audit made in accordance with the Office of Management and Budget (OMB) Circular A-133 or a program audit.
3. Subgrantee receiving \$500,000 or more in a fiscal year in total federal funds shall have a Single Audit made in accordance with OMB Circular 1-133.

As applicable, Subgrantee must ensure the audit is performed in accordance with Generally Accepted Accounting Principles; Generally Accepted Government Auditing Standards developed by the comptroller General; the OMB Compliance Supplement for Single Audits of State and Local Governments; and all state and federal laws and regulations governing the program.

Subgrantee must prepare a Schedule of Financial Assistance for federal funds that includes: Grantor name, program name, federal catalog number (CFDA-83.548), grantor agreement number, total award amount, beginning balance, current year revenues, current year expenditures and ending balances.

Subgrantee shall maintain records and accounts in such a way as to facilitate the Grantee's audit requirements, and ensure that Subgrantee's contractors and subcontractors also maintain records which are auditable. Subgrantee is responsible for any audit exceptions incurred by its own organization or that of its contractors. Grantee reserves the right to recover from the Subgrantee disallowed costs resulting from the final audit.

Subgrantee shall send the audit report to Grantee's Project Administrator as soon as it is available, but no later than nine months after the end of the Subgrantee's fiscal year in which any funds received by Subgrantee under this Agreement are received. Responses to previous management findings and disallowed or questioned costs shall be included with the audit report. Subgrantee will respond to Grantee's requests for information or corrective action concerning audit issues within 30 days of the request.

Subgrantee shall include these requirements in any contract or subcontracts.

## **10.0 RECOVERY OF FUNDS**

In the event that Subgrantee fails to complete the Project(s), fails to expend, or is overpaid federal funds in accordance with federal or state Hazard Mitigation Program laws or programs, or is found by audit or investigation to be owe funds to Grantee, Grantee reserves the right to recapture funds in accordance with federal and state laws and requirements. Repayment by Subgrantee of funds under this recovery provision shall occur within 30 days of demand. In the event that Grantee is required to institute legal proceedings to enforce this recovery provision, Grantee shall be entitled to its costs thereof, including reasonable attorney fees.

The Subgrantee shall be responsible for pursuing recovery of monies paid under this Agreement in providing disaster assistance against any party that might be liable, and further, the Subgrantee shall cooperate in a reasonable manner with the State and the United States in efforts to recover expenditures under this Agreement.

In the event the Subgrantee obtains recovery from a responsible party, the Subgrantee shall first be reimbursed its reasonable costs of litigation from such recovered funds. The Subgrantee shall pay to the state the proportionate federal share of all project funds recovered in excess of costs of litigation.

## **11.0 CONFLICT OF INTEREST**

Subgrantee will prohibit any employee, governing body, contractor, subcontractor, or organization from participating if the employee or entity has an actual or potential conflict of interest that a public official would have under ORS Chapter 244.

## **12.0 POLITICAL ACTIVITY**

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot measure.

## **13.0 ASSIGNMENT**

This Agreement, and any claim arising under this Agreement, may not be assigned or delegated by Subgrantee either in whole or in part.

## **14.0 SUBCONTRACTS FOR ENGINEERING SERVICES**

In the event that Subgrantee subcontracts for engineering services, Subgrantee shall require that the engineering firm be covered by errors and omissions insurance in an amount not less than the amount of the firm's contract. If the firm is unable to obtain errors and omissions insurance, the firm shall post a bond with Subgrantee for the benefit of Subgrantee of not less than the amount of its subcontract. Such insurance or bond shall remain in effect for the entire term of the subcontract. The subcontract shall provide that cancellation or lapse of the bond or insurance during the term of the contract termination. Subgrantee shall cause the subcontractor to provide it with a thirty (30) day notice of cancellation issued by the insurance company.

## **15.0 APPEALS**

Consistent with the Code of Federal Regulations, 44 CFR Chapter 1, 206.440, Subgrantee may appeal any determination previously made related to the federal assistance for Subgrantee. The Subgrantee's appeal shall be made in writing and submitted to OEM within 60 days after receipt of notice of the action which is being appealed. The appeal shall contain documented justification supporting the Subgrantee's position.

## **16.0 GOVERNING LAW AND VENUE**

1. This Agreement shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between OEM and Subgrantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon. *Subgrantee, by execution of this agreement, consents to the exclusive jurisdiction of said court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.*

2. Notwithstanding Section 2, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This section applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This section is also not a waiver by the State of Oregon of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

## 17.0 TERMINATION; RECOVERY OF FUNDS

1. By Subgrantee. Subgrantee may terminate this contract with thirty (30) days notice to Grantee and the return of all federal funds paid to Subgrantee for the Project which have not been expended or irrevocably committed to eligible activities.
2. By Grantee. The Grantee may unilaterally terminate all or part of this Agreement or may reduce its scope of work if there is:
  - a. A reduction in federal funds which are the basis for this Agreement, and/or,
  - b. A material misrepresentation, error, or inaccuracy in Subgrantee's application.
4. Termination upon Noncompliance by Subgrantee
  - a. If inspections and review of Subgrantee support documentation reveal noncompliance in performance of the work and/or documentation of the work, the Subgrantee will be required to correct deficiencies or variances before program closure.
  - b. If corrective actions required do not resolve variances from the approved Project, Grantee will notify Subgrantee of such. Grantee may then make the determination that Subgrantee variances constitute noncompliance or nonconformance to the Hazard Mitigation Grant Program and/or conditions. In the event of such determination, Grantee will notify Subgrantee of such action and recover obligated funds from the Subgrantee and take other actions as specified under 44 CFR 13.43 (Enforcement) or 44 CFR 13.44 (Termination for Convenience).

## **18.0 SAVINGS**

Subgrantee shall apply any savings, rebates, and reductions in cost to reduce the overall cost of the Project.

## **19.0 WAIVERS**

The failure of OEM to exercise, and any delay in exercising, any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any further exercise thereof or the exercise of any other such right, power, or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

## **20.0 INDEMNIFICATION**

To the extent permitted by any constitutional and statutory limitations applicable to Subgrantee, including, but not limited to, provisions relating to debt limits, tort claims limits and workers' compensation, Subgrantee shall, as required by ORS 401.178(2) indemnify, defend, save, and hold harmless the United States and its agencies, officers, employees, agents, and members, and the State of Oregon and its agencies, officers, employees, agents, and members, from and against all claims, damages, losses, expenses, suits, or actions of any nature arising out of or resulting from the activities of Subgrantee, its agencies, officers, employees, agents, members, contractors, or subcontractors under this Agreement.

## **21.0 Subgrantee ASSURANCES**

Subgrantee represents and warrants to Grantee as follows:

1. Subgrantee is a political subdivision of the State of Oregon. Subgrantee has full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.
2. This Agreement has been duly authorized, executed, and delivered on behalf of Subgrantee and constitutes the legal, valid, and binding obligation of Subgrantee, enforceable in accordance with its terms.
3. Subgrantee hereby assures and certifies that it will comply with all applicable state and federal laws and regulations, including, but not limited to, the provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC §§ 5121-5206 (Public Law 93-288, as amended; hereafter "Stafford Act"); 44 CFR Parts 7, 13, 14, 17, 18 and 206, and Subchapters B, C and D; Office of Management and Budget Circulars A-21, A-87, A-102, A-110, A-122 and A-133; the Oregon State Public Assistance Administrative Plan dated September 1993; Wages, Hours and



Records Laws (ORS Chapter 652) Conditions of Employment Laws (ORS Chapter 643) and Unemployment Insurance Laws (ORS Chapter 657).

4. The emergency or disaster relief work for which federal assistance is requested herein does not or will not duplicate benefits received for the same loss from any other source.
5. Subgrantee will operate and maintain the facilities being restored using funds provided under this Agreement in accordance with the minimum standards as may be required or prescribed by the applicable federal, state and local agencies for the maintenance and operation of such facilities.
6. Subgrantee will, for any repairs or construction financed herewith, comply with applicable standards of safety, decency and sanitation and in conformity with applicable codes, specifications and standards, and will evaluate the hazards in areas in which the proceeds of the grant are to be used and take appropriate action to mitigate such hazards, including safe land use and construction practices. Subgrantee will, prior to the start of any construction activity, ensure that all applicable federal, state and local permits and clearances are obtained including FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other federal and state environmental laws.
7. Subgrantee will not enter into a contract with a contractor who is on the General Services Administration (GSA) List of Parties Excluded from Federal Procurement or Non-procurement Programs.
8. Subgrantee will comply with minimum wage and maximum hours provision of the Federal Fair Labor Standards Act.
9. Subgrantee shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, color, sex, religion, national origin, marital status, or disability (physical or mental) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Agreement. A violation of this provision is a material breach and cause for termination under Section 16.0 of this Agreement.
10. Subgrantee shall utilize certified minority-owned and women-owned businesses (MWBE's) to the maximum extent possible in the performance of this Agreement.

11. Subgrantee does not have to comply with the provisions of the Davis-Bacon Act for grants made under the disaster assistance program. However, if FEMA and any other Federal agency are a party to a contract for the repair or restoration of a public building or public facility, the contract would have to comply with the Davis-Bacon Act.
12. Subgrantee and its contractors, subcontractors, and other employers providing work, labor, or materials as a result of the application are subject employers under the Oregon Workers' Compensation Law. All employers, including Subgrantee, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its Subcontractors complies with these requirements. This shall include Employer's Liability Insurance with coverage limits of not less than \$100,000 for each accident.

## **22.0 OWNERSHIP OF PROJECT/CAPITAL FACILITIES**

The Grantee makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this grant of funds, does not and will not acquire any ownership or title to such property of the Subgrantee.

## **23.0 ACKNOWLEDGMENTS**

Subgrantee shall include language which acknowledges the funding contribution of the Federal Emergency Management Agency (FEMA) to this Project in any information release or other publication developed or modified for, or referring to the Project.

## **24.0 INSURANCE**

The Subgrantee will comply or cause compliance with the insurance requirements of the Stafford Act, as amended, and shall cause to be obtained and maintained any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired or constructed with this assistance.

## **25.0 SEVERABILITY**

If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions and applications of this Agreement shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

## **26.0 HEADINGS**

The section headings in this Agreement are included for convenience only, do not give full notice of the terms of any portion of this Agreement, and are not relevant to the interpretation of any provision of this Agreement.

## **27.0 AGREEMENT ADMINISTRATION**

The Parties' representatives for purposes of this agreement are:

### **For SUBGRANTEE:**

Valerie Sollihl, AICP  
Community Development Director  
1510- Third Street  
Tillamook, OR  
Phone: 503-842-3408  
Fax: 503-842-1819

### **For OEM:**

Dave Stuckey  
Deputy Director  
Oregon Emergency Management  
P.O. Box 14370  
Salem, OR 97309-5062  
Phone: (503)378-2911, ext 227  
Fax:

Notices under this agreement shall be given in writing by personal delivery, facsimile, email or by regular or certified mail to the person identified in this Section, or to such other person or at such other address as either party may hereafter indicate pursuant to this section. Any notice delivered personally shall be deemed received upon delivery. Notice by facsimile shall be deemed given when receipt of the transmission is generated by the transmitting machine. Notice by email is deemed received upon a return email or other acknowledgment of receipt by the receiver, and notice by certified or registered mail is deemed received on the date the receipt is signed or delivery is refused by the addressee.


## **28.0 PROPERTY ACQUISITION REGULATION**


In the event that the Subgrantee's Hazard Mitigation Project involves the acquisition of real property, Subgrantee acknowledges conformance to 44 CRF Part 80, including the requirement for open space monitoring in perpetuity by the NFIP jurisdiction in which the property is located.

### 30.0 ENTIRE AGREEMENT

This Agreement sets forth the entire Agreement between the Parties with respect to the subject matter hereof. Any additional terms or conditions imposed by FEMA or Grantee will be incorporated into an amendment to this Agreement. Commitments, warranties, representations, and understandings or agreements not contained, or referred to, in this Agreement or written amendment hereto shall not be binding on either party. Except as may be expressly provided herein, no alteration of any of the terms or conditions of this Agreement will be effective without the written consent of both parties.

IN WITNESS WHEREOF, Grantee and Subgrantee have executed this Agreement as of the date and year written below.

  
Governor's Authorized Representative  
Oregon Emergency Management

  
Authorized Agent Signature-Subgrantee  
Printed Name: Charles J. Hurliman  
Title: Chair, Tillamook County Board of Commissioners

DATE: 2 Dec 11

DATE: 11-23-11

Oregon Emergency Management  
P.O Box 14370  
Salem, OR 97309-5062

Subgrantee - PLEASE PRINT THE  
FOLLOWING TO EXPEDITE  
PROCESSING:

Duns No: 060584554  
Federal Tax ID No. (TIN): 936002312

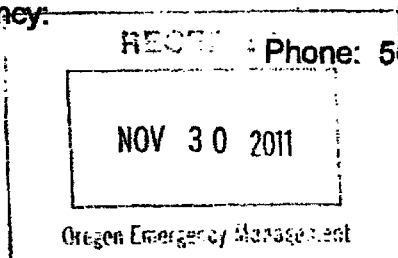
CFDA: 97.039

Organization: Tillamook County

Address: 201 Laurel Avenue  
Tillamook, OR 97141

Approved for Legal Sufficiency:  
Steven Wolf  
Assistant Attorney General  
By email 11/2/11

Phone: 503-842-3408



R:\disaster\dr1733\mitigation\hmgp\tillamook\Bafewsy\tillamook\_hmgp grantee-subgrantee contract per-genb6280\_rev-to\_dr1733\_v1.doc

# STATE OF OREGON

## OREGON EMERGENCY MANAGEMENT

### HAZARD MITIGATION GRANT PROGRAM CONTRACT, FEMA DR-1733-OR

#### 1.0 PARTIES TO THIS AGREEMENT

This Agreement is made and entered into by and between the State of Oregon, Oregon Military Department, Oregon Emergency Management, hereinafter referred to as "Grantee" and Tillamook County, hereinafter referred to as "Subgrantee".

WHEREAS the President of the United States has declared that a major disaster exists in the State of Oregon based on damage resulting from Severe Storms, Flooding, Landslides, and Mudslides during the period of December 1 - 17, 2007.

WHEREAS Grantee is authorized by the 2007 FEMA-State Agreement for the December 1 - 17, 2007 Severe Storms, Flooding, Landslides and Mudslides Event (DR-1733-OR) to execute on behalf of the State of Oregon all necessary documents for the Hazard Mitigation Grant Program, including approval of sub-grants and certification of claims.

THEREFORE, the Parties mutually agree to the following.

#### 2.0 PURPOSE

Federal funding is provided by the Federal Emergency Management Agency (FEMA) and is administered by Grantee. Under the authority of Presidential Major Disaster Declaration FEMA DR-1733-OR, Grantee is reimbursing the Subgrantee for those eligible costs and activities necessary for the implementation of the Hazard Mitigation Project entitled **Tillamook Commercial Property Acquisition Project**<sup>1</sup> dated October and described in the application materials submitted to Grantee as the work to be performed, hereinafter referred to as the "Project".

#### 3.0 TIME OF PERFORMANCE

Activities payable under this Agreement and to be performed by Subgrantee under this Agreement shall be those activities which occurred starting **October 18, 2011**<sup>2</sup> and shall terminate upon completion of the Project approved by federal and state officials, including completion of close out and audit. This period shall

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<sup>1</sup> Safeway Store acquisition and demolition

<sup>2</sup> Date of FEMA funding obligation; pre-award activities include eligible project development costs

be referred to as the "Agreement Period." Except as otherwise provided in this Section 3.0, the Project shall be completed no later than **October 17, 2012**.

In the event of extenuating circumstances preventing Subgrantee from completing the Project on or before the FEMA performance deadline of **October 17, 2012**, Grantee may, at its sole discretion and if approved beforehand by FEMA, grant a time extension to the approved Project. Request for an extension of time shall be submitted by Subgrantee in writing with an explanation of the extenuating circumstances.

#### **4.0 CLOSE-OUT**

It shall be the responsibility of Grantee to issue close-out instructions to the Subgrantee upon completion of the Project.

#### **5.0 FUNDING**

The total *estimated* cost of the Project for the purpose of this Grant Agreement is **\$1,089,692.80<sup>3</sup>**.

Grantee will administer the Hazard Mitigation Grant Program and reimburse any eligible costs for the Project to Subgrantee which are identified in the documentation provided by Subgrantee and approved by Grantee and FEMA.

The Parties understand that the Federal Emergency Management Agency will contribute seventy-five percent (75%) of the eligible costs for any eligible project and also will contribute an administrative allowance, as provided for in subparagraph 4 of Section 6.0 of this Agreement, and that no state funds are obligated for contribution under this Agreement. The 75% Federal share for this project is **\$817,269.60<sup>4</sup>**.

Subgrantee will commit the required twenty-five percent (25%) non-federal match to any eligible project.

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<sup>3</sup> Final project cost to be ascertained and finalized at property acquisition closing. This amount includes all costs associated with acquisition and hold-back for eligible demolition activities. Force account labor for project management are also included as estimates in the total project cost.

<sup>4</sup> This federal share amount is the 75% share of the total estimated project cost.

## **6.0 PAYMENTS**

Grantee, using funds granted for purposes of the Hazard Mitigation Grant Program from FEMA, shall issue payments to Subgrantee as follows:

1. Payments will be made to Subgrantee upon submission and approval of a State of Oregon Hazard Mitigation Program Payment Request to the Grantee. Partial payments of funds for costs already incurred may be requested at any time during the Project. This request must include appropriate supporting documentation of the incurred costs.
2. Final Payment will be made upon completion of Project, completion of all final inspections by Grantee, and final approval by FEMA. Final payment will also be conditioned upon a financial review by Grantee or FEMA. Adjustments to the final payment may be made following any audits conducted by the Oregon Secretary of State's Audits Division or the United States Inspector General's Office.
3. No federal administrative monies (subgrantee administrative allowance) is associated with the Hazard Mitigation Program for FEMA-DR-1733-OR projects.
4. All payment requests shall be made on a State of Oregon Hazard Mitigation Program Payment Request Form to the Grantee, which references the appropriate Hazard Mitigation Project Number, FEMA Project Number and FEMA FIPS Number, and appropriate documentation as required.
5. Funding shall not exceed the total federal contributions available for the approved hazard mitigation project costs under the Hazard Mitigation Grant Program FEMA-DR-1733-OR.
6. Grantee reserves the right to make any inspection prior to release of any payment or at any time during the duration of this Agreement.

## **7.0 COST OVERRUNS**

Cost overruns are the responsibility of the Subgrantee and will be borne fully by the Subgrantee.

## **8.0 RECORDS MAINTENANCE**

The Subgrantee shall cause books, records, documents, and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct costs of any nature expended in the performance of this Agreement.

These records shall be subject at all reasonable times to inspection, review, or audit by Grantee personnel, other personnel duly authorized by the Grantee, the Secretary of State's Audits Division, or the United States Inspector General. Subgrantee will retain all books, records, documents, and other material relevant to this Agreement for six years after date of final payment or an extended period as established by FEMA in 44 CFR 13.42.

Subgrantee will photographically document pre-construction, construction and completed conditions of the Project and make such documents a part of its records.

For acquisition projects, FEMA is required to track the use of real property acquired with grant funds in order to ensure that the property is maintained for open space in perpetuity (see *28.0 Property Acquisition Regulation*). Subgrantee shall retain real estate transaction and property tracking records indefinitely.

## **9.0 AUDITS AND RECORDS**

Audits shall be in accordance with the Single Audit Act of 1984, as amended. Subgrantee is to procure, at its own cost, audit services based on the following guidelines:

1. Subgrantee receiving less than \$50,000 in federal funds in a fiscal year is exempt from compliance with the Single Audit Act. However, records must be available for review by Grantee.
2. Subgrantee receiving \$50,000 to \$500,000 in total federal funds in a fiscal year may choose to have an audit made in accordance with the Office of Management and Budget (OMB) Circular A-133 or a program audit.
3. Subgrantee receiving \$500,000 or more in a fiscal year in total federal funds shall have a Single Audit made in accordance with OMB Circular 1-133.

As applicable, Subgrantee must ensure the audit is performed in accordance with Generally Accepted Accounting Principles; Generally Accepted Government Auditing Standards developed by the comptroller General; the OMB Compliance Supplement for Single Audits of State and Local Governments; and all state and federal laws and regulations governing the program.

Subgrantee must prepare a Schedule of Financial Assistance for federal funds that includes: Grantor name, program name, federal catalog number (CFDA-83.548), grantor agreement number, total award amount, beginning balance, current year revenues, current year expenditures and ending balances.



Subgrantee shall maintain records and accounts in such a way as to facilitate the Grantee's audit requirements, and ensure that Subgrantee's contractors and subcontractors also maintain records which are auditable. Subgrantee is responsible for any audit exceptions incurred by its own organization or that of its contractors. Grantee reserves the right to recover from the Subgrantee disallowed costs resulting from the final audit.

Subgrantee shall send the audit report to Grantee's Project Administrator as soon as it is available, but no later than nine months after the end of the Subgrantee's fiscal year in which any funds received by Subgrantee under this Agreement are received. Responses to previous management findings and disallowed or questioned costs shall be included with the audit report. Subgrantee will respond to Grantee's requests for information or corrective action concerning audit issues within 30 days of the request.

Subgrantee shall include these requirements in any contract or subcontracts.

#### **10.0 RECOVERY OF FUNDS**

In the event that Subgrantee fails to complete the Project(s), fails to expend, or is overpaid federal funds in accordance with federal or state Hazard Mitigation Program laws or programs, or is found by audit or investigation to owe funds to Grantee, Grantee reserves the right to recapture funds in accordance with federal and state laws and requirements. Repayment by Subgrantee of funds under this recovery provision shall occur within 30 days of demand. In the event that Grantee is required to institute legal proceedings to enforce this recovery provision, Grantee shall be entitled to its costs thereof, including reasonable attorney fees.

The Subgrantee shall be responsible for pursuing recovery of monies paid under this Agreement in providing disaster assistance against any party that might be liable, and further, the Subgrantee shall cooperate in a reasonable manner with the State and the United States in efforts to recover expenditures under this Agreement.

In the event the Subgrantee obtains recovery from a responsible party, the Subgrantee shall first be reimbursed its reasonable costs of litigation from such recovered funds. The Subgrantee shall pay to the state the proportionate federal share of all project funds recovered in excess of costs of litigation.

#### **11.0 CONFLICT OF INTEREST**

Subgrantee will prohibit any employee, governing body, contractor, subcontractor, or organization from participating if the employee or entity has an actual or potential conflict of interest that a public official would have under ORS Chapter 244.

## **12.0 POLITICAL ACTIVITY**

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot measure.

## **13.0 ASSIGNMENT**

This Agreement, and any claim arising under this Agreement, may not be assigned or delegated by Subgrantee either in whole or in part.

## **14.0 SUBCONTRACTS FOR ENGINEERING SERVICES**

In the event that Subgrantee subcontracts for engineering services, Subgrantee shall require that the engineering firm be covered by errors and omissions insurance in an amount not less than the amount of the firm's contract. If the firm is unable to obtain errors and omissions insurance, the firm shall post a bond with Subgrantee for the benefit of Subgrantee of not less than the amount of its subcontract. Such insurance or bond shall remain in effect for the entire term of the subcontract. The subcontract shall provide that cancellation or lapse of the bond or insurance during the term of the contract termination. Subgrantee shall cause the subcontractor to provide it with a thirty (30) day notice of cancellation issued by the insurance company.

## **15.0 APPEALS**

Consistent with the Code of Federal Regulations, 44 CFR Chapter 1, 206.440, Subgrantee may appeal any determination previously made related to the federal assistance for Subgrantee. The Subgrantee's appeal shall be made in writing and submitted to OEM within 60 days after receipt of notice of the action which is being appealed. The appeal shall contain documented justification supporting the Subgrantee's position.

## **16.0 GOVERNING LAW AND VENUE**

1. This Agreement shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between OEM and Subgrantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon. *Subgrantee, by execution of this agreement, consents to the exclusive jurisdiction of said court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.*

2. Notwithstanding Section 2, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This section applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This section is also not a waiver by the State of Oregon of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

## **17.0 TERMINATION; RECOVERY OF FUNDS**

1. By Subgrantee. Subgrantee may terminate this contract with thirty (30) days notice to Grantee and the return of all federal funds paid to Subgrantee for the Project which have not been expended or irrevocably committed to eligible activities.
2. By Grantee. The Grantee may unilaterally terminate all or part of this Agreement or may reduce its scope of work if there is:
  - a. A reduction in federal funds which are the basis for this Agreement, and/or,
  - b. A material misrepresentation, error, or inaccuracy in Subgrantee's application.
4. Termination upon Noncompliance by Subgrantee
  - a. If inspections and review of Subgrantee support documentation reveal noncompliance in performance of the work and/or documentation of the work, the Subgrantee will be required to correct deficiencies or variances before program closure.
  - b. If corrective actions required do not resolve variances from the approved Project, Grantee will notify Subgrantee of such. Grantee may then make the determination that Subgrantee variances constitute noncompliance or nonconformance to the Hazard Mitigation Grant Program and/or conditions. In the event of such determination, Grantee will notify Subgrantee of such action and recover obligated funds from the Subgrantee and take other actions as specified under 44 CFR 13.43 (Enforcement) or 44 CFR 13.44 (Termination for Convenience).

## **18.0 SAVINGS**

Subgrantee shall apply any savings, rebates, and reductions in cost to reduce the overall cost of the Project.

## **19.0 WAIVERS**

The failure of OEM to exercise, and any delay in exercising, any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any further exercise thereof or the exercise of any other such right, power, or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

## **20.0 INDEMNIFICATION**

To the extent permitted by any constitutional and statutory limitations applicable to Subgrantee, including, but not limited to, provisions relating to debt limits, tort claims limits and workers' compensation, Subgrantee shall, as required by ORS 401.178(2) indemnify, defend, save, and hold harmless the United States and its agencies, officers, employees, agents, and members, and the State of Oregon and its agencies, officers, employees, agents, and members, from and against all claims, damages, losses, expenses, suits, or actions of any nature arising out of or resulting from the activities of Subgrantee, its agencies, officers, employees, agents, members, contractors, or subcontractors under this Agreement.

## **21.0 Subgrantee ASSURANCES**

Subgrantee represents and warrants to Grantee as follows:

1. Subgrantee is a political subdivision of the State of Oregon. Subgrantee has full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.
2. This Agreement has been duly authorized, executed, and delivered on behalf of Subgrantee and constitutes the legal, valid, and binding obligation of Subgrantee, enforceable in accordance with its terms.
3. Subgrantee hereby assures and certifies that it will comply with all applicable state and federal laws and regulations, including, but not limited to, the provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC §§ 5121-5206 (Public Law 93-288, as amended; hereafter "Stafford Act"); 44 CFR Parts 7, 13, 14, 17, 18 and 206, and Subchapters B, C and D; Office of Management and Budget Circulars A-21, A-87, A-102, A-110, A-122 and A-133; the Oregon State Public Assistance Administrative Plan dated September 1993; Wages, Hours and

Records Laws (ORS Chapter 652) Conditions of Employment Laws (ORS Chapter 643) and Unemployment Insurance Laws (ORS Chapter 657).

4. The emergency or disaster relief work for which federal assistance is requested herein does not or will not duplicate benefits received for the same loss from any other source.
5. Subgrantee will operate and maintain the facilities being restored using funds provided under this Agreement in accordance with the minimum standards as may be required or prescribed by the applicable federal, state and local agencies for the maintenance and operation of such facilities.
6. Subgrantee will, for any repairs or construction financed herewith, comply with applicable standards of safety, decency and sanitation and in conformity with applicable codes, specifications and standards, and will evaluate the hazards in areas in which the proceeds of the grant are to be used and take appropriate action to mitigate such hazards, including safe land use and construction practices. Subgrantee will, prior to the start of any construction activity, ensure that all applicable federal, state and local permits and clearances are obtained including FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other federal and state environmental laws.
7. Subgrantee will not enter into a contract with a contractor who is on the General Services Administration (GSA) List of Parties Excluded from Federal Procurement or Non-procurement Programs.
8. Subgrantee will comply with minimum wage and maximum hours provision of the Federal Fair Labor Standards Act.
9. Subgrantee shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, color, sex, religion, national origin, marital status, or disability (physical or mental) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Agreement. A violation of this provision is a material breach and cause for termination under Section 16.0 of this Agreement.
10. Subgrantee shall utilize certified minority-owned and women-owned businesses (MWBE's) to the maximum extent possible in the performance of this Agreement.

11. Subgrantee does not have to comply with the provisions of the Davis-Bacon Act for grants made under the disaster assistance program. However, if FEMA and any other Federal agency are a party to a contract for the repair or restoration of a public building or public facility, the contract would have to comply with the Davis-Bacon Act.
12. Subgrantee and its contractors, subcontractors, and other employers providing work, labor, or materials as a result of the application are subject employers under the Oregon Workers' Compensation Law. All employers, including Subgrantee, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its Subcontractors complies with these requirements. This shall include Employer's Liability Insurance with coverage limits of not less than \$100,000 for each accident.

## **22.0 OWNERSHIP OF PROJECT/CAPITAL FACILITIES**

The Grantee makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this grant of funds, does not and will not acquire any ownership or title to such property of the Subgrantee.

## **23.0 ACKNOWLEDGMENTS**

Subgrantee shall include language which acknowledges the funding contribution of the Federal Emergency Management Agency (FEMA) to this Project in any information release or other publication developed or modified for, or referring to the Project.

## **24.0 INSURANCE**

The Subgrantee will comply or cause compliance with the insurance requirements of the Stafford Act, as amended, and shall cause to be obtained and maintained any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired or constructed with this assistance.

## **25.0 SEVERABILITY**

If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions and applications of this Agreement shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

## **26.0 HEADINGS**

The section headings in this Agreement are included for convenience only, do not give full notice of the terms of any portion of this Agreement, and are not relevant to the interpretation of any provision of this Agreement.

## **27.0 AGREEMENT ADMINISTRATION**

The Parties' representatives for purposes of this agreement are:

For SUBGRANTEE:

Valerie Soilihi, AICP  
Community Development Director  
1510- Third Street  
Tillamook, OR  
Phone: 503-842-3408  
Fax: 503-842-1819

For OEM:

Dave Stuckey  
Deputy Director  
Oregon Emergency Management  
P.O. Box 14370  
Salem, OR 97309-5062  
Phone: (503)378-2911, ext 227  
Fax:

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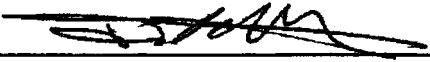
## **28.0 PROPERTY ACQUISITION REGULATION**


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### 30.0 ENTIRE AGREEMENT

This Agreement sets forth the entire Agreement between the Parties with respect to the subject matter hereof. Any additional terms or conditions imposed by FEMA or Grantee will be incorporated into an amendment to this Agreement. Commitments, warranties, representations, and understandings or agreements not contained, or referred to, in this Agreement or written amendment hereto shall not be binding on either party. Except as may be expressly provided herein, no alteration of any of the terms or conditions of this Agreement will be effective without the written consent of both parties.

IN WITNESS WHEREOF, Grantee and Subgrantee have executed this Agreement as of the date and year written below.

  
Governor's Authorized Representative  
Oregon Emergency Management

  
Authorized Agent Signature-Subgrantee  
Printed Name: Charles J. Hurliman  
Title: Chair, Tillamook County Board  
of Commissioners

DATE: 2 Dec 11

Oregon Emergency Management  
P.O Box 14370  
Salem, OR 97309-5062

DATE: 11-23-11

Subgrantee - PLEASE PRINT THE  
FOLLOWING TO EXPEDITE  
PROCESSING:

Duns No: 060584554  
Federal Tax ID No. (TIN): 936002312

CFDA: 97.039

Organization: Tillamook County

Address: 201 Laurel Avenue  
Tillamook, OR 97141

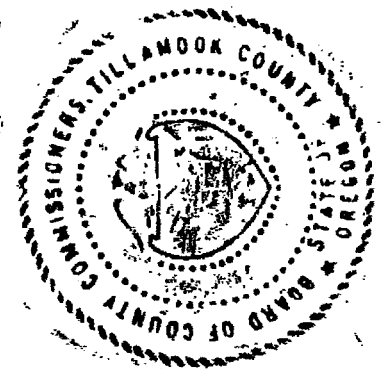
Approved for Legal Sufficiency:  
Steven Wolf  
Assistant Attorney General  
By email 11/2/11

RECEIVED

Phone: 503-842-3408

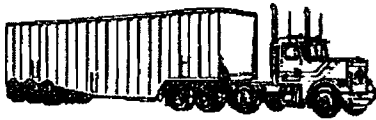
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Oregon Emergency Management



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## DON G. AVERILL TRUCKING, INC.

1500 N. MAIN AVE. • TILLAMOOK, OREGON 97141

FAX 842-3076 • (503) 842-5189 • (503) 842-2450

NOVEMBER 1, 2010

TO: BUTCH PARKER

### SAFEWAY PROJECT—PROPOSAL TWO

Bid proposal for complete demolition of building and the parking lot.

The concrete from inside the building will be crushed and recycled on site. Wood debris will be recycled and the asphalt from the parking lot will be crushed and left on site to fill in footprint of the building.

Drain system in parking lot will be left intact. (As of Nov. 1, 2010, the drain system did not seem to be working due to severe puddles of water.)

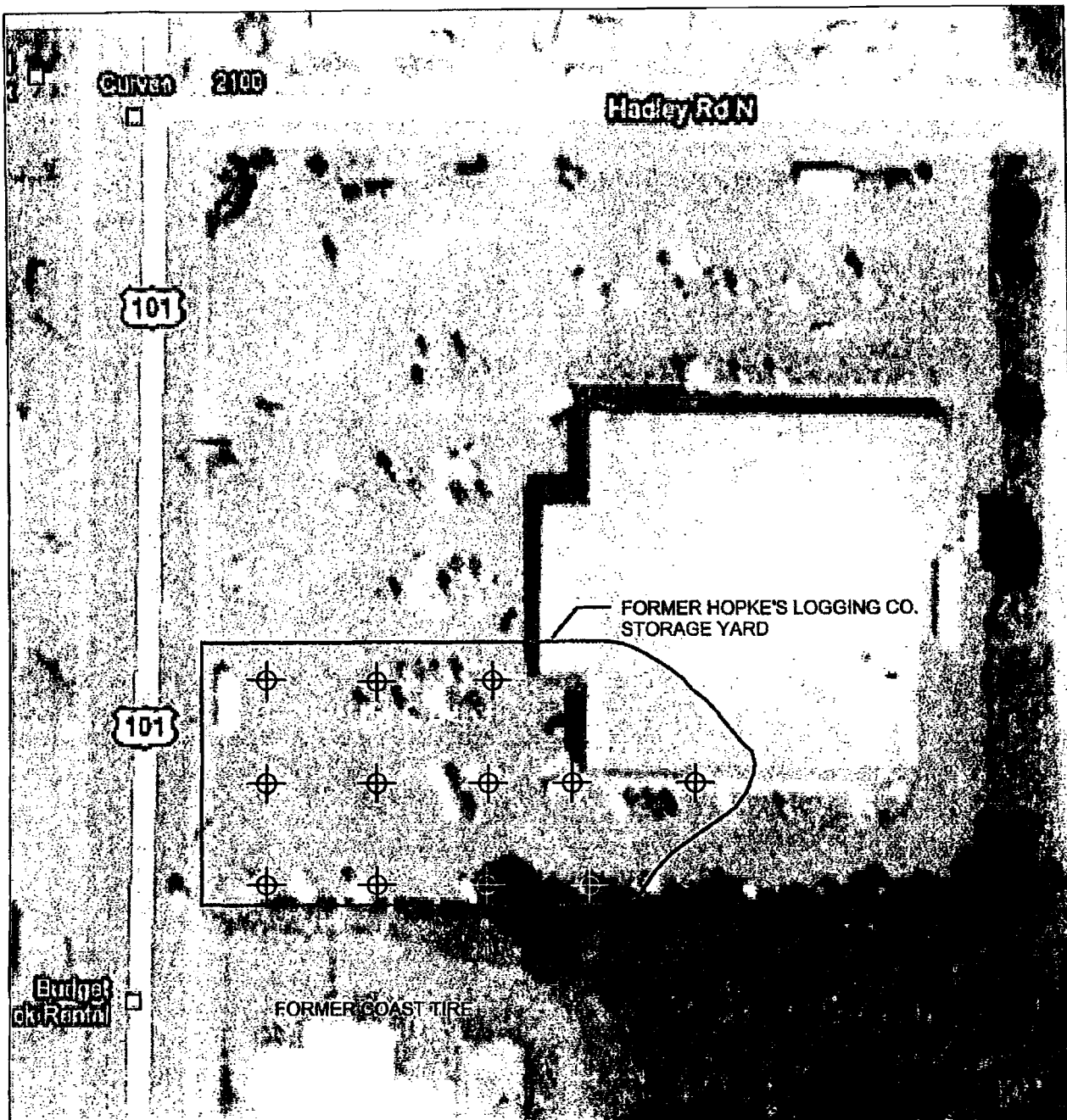
The garbage waste will be taken off site to a DEQ approved landfill.

Contractor retains all salvage rights.

Contractor will work with the city to disconnect the sewer, water, and final grade and contour of the parking lot and existing footprint of the building.

ESTIMATE: \$173,860.00

DAVID KEHR  
503-457-6019

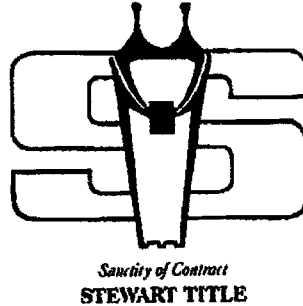


**LEGEND**



Proposed boring location

|                           |                                     |           |          |
|---------------------------|-------------------------------------|-----------|----------|
| <div>A</div> <div>G</div> | Proposed Boring Locations           |           |          |
|                           | 955 MAIN AVE. N., TILLAMOOK, OREGON |           |          |
|                           | SIZE                                | DWG NO    | REV      |
|                           | A                                   |           |          |
|                           |                                     | NOV. 2010 | FIGURE 1 |



Stewart Title Guaranty Company  
Chicago Commercial Division  
10 South Riverside Plaza, Suite 1450, Chicago, Illinois 60606  
(800) 261-9800 • (312) 849-4400 • Fax (312) 849-4410

**AGREEMENT FOR ESCROW HOLDBACK OF FUNDS FOR DEMOLITION**

**Escrow Number: 11000031183**

**Date: January 20, 2012**

**Purchaser: The City of Tillamook, Oregon, a municipal corporation of the State of Oregon**

**Property Address: 955 North Main Street, Tillamook, OR**

**Escrow is hereby instructed to withhold \$193,078.00 from the purchase of the above-referenced property for purposes of paying for previously approved pre-award costs for environmental reports, appraisal and newspaper notice and project management, and post-award project management and costs associated with the demolition of property improvements and site restoration to be completed and certified by the end of June 2012.**

**Buyer: Tillamook County (sub-grantee of the FEMA Federal grant funding for this voluntary property acquisition) and, in turn, acting for the benefit of the City of Tillamook.**

**Buyer Responsibility: The cost for the demolition of property improvements has been established by contractor bid with demolition to occur as soon as possible after closing, but no later than the end of June 2012. It is the Buyer's responsibility to fulfill this mandatory demolition requirement.**

**Buyer Responsibility and Authority: Tillamook County, as the subgrantee to the FEMA funding, will certify demolition has occurred and instruct escrow to pay for demolition as established by contractor bid. Payment of the contracted demolition costs will be a direct payment from escrow holdback to the contractor when so instructed by the Buyer or authorized designee as established by intergovernmental agreement with the City of Tillamook. The Buyer is the final authority for these instructions and the disbursement of funds held in escrow.**

**Final Authority and Sunset:** Conditions on the Federal grant funding (and the required non-Federal match requirement) established by FEMA shall prevail in any case. In no case may escrowed funds revert to any party until all expenses relating to the demolition of improvements as described by contractor bid have occurred and been paid. Should any funds in this account remain following payment for costs associated with demolition and post-closing project management, those funds shall be liquidated to the Buyer no later than 210 days post-closing.

In the event of conflicting claims to the funds held pursuant to these instructions, you have absolute right at your election to file an action in interpleader requiring the principals to answer and litigate their several claims and rights amongst themselves, and you are authorized to comply with the requisite interpleader statutes of the State of Oregon in this regard. Any cost relative to same shall be deducted from the funds held.

IT IS UNDERSTOOD BY THE PARTIES SIGNING THE ABOVE INSTRUCTIONS OR THOSE ESCROW INSTRUCTIONS WHICH ARE ATTACHED HERETO THAT SUCH INSTRUCTIONS CONSTITUTE THE WHOLE AGREEMENT BETWEEN THIS COMPANY AS ESCROW AGENT AND YOU AS A PRINCIPAL TO THE ESCROW TRANSACTION. THESE INSTRUCTIONS MAY NOT INCLUDE ALL OF THE TERMS OF THE AGREEMENT WHICH IS THE SUBJECT OF THIS ESCROW. READ THESE INSTRUCTIONS CAREFULLY, AND DO NOT SIGN THEM UNLESS THEY ARE ACCEPTABLE TO YOU.

City of Tillamook, a municipal corporation of the State of Oregon

By:  2/1/2012

Tillamook County

By: Valerie Solich DIRECTOR 2/1/2012  
COMMUNITY DEVELOPMENT

ACCEPTED:

Stewart Title Guaranty Company

By: \_\_\_\_\_



## STAFF REPORT CITY OF TILLAMOOK

**TO:** Honorable Mayor and Members of City Council

**FROM:** Paul Wyntergreen, City Manager

**DATE:** February 27, 2012

**SUBJECT:** Surplusing of City Shops

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### **ISSUE BEFORE THE COUNCIL:**

*Should the City authorize the surplusing of the City Shops to the Adventist Health-Tillamook County General Hospital?*

### **EXECUTIVE SUMMARY:**

- Approximately, one year ago, after extended review of options for upgrading the City Water and Street Shops on Birch and Second due to poor safety and utility conditions, staff recommended not maintaining the current location because of high retrofit costs and environmental concerns.
- At that time, the direction of the Council was for staff to analyze other location options for the City Shops and to pursue the surplus of this property in order to facilitate the growth of medical services in the community and to aid in the relocation of the medical helopad out of the floodplain.
- Since that time, staff has negotiated with the Hospital for their acquisition of that property.
- Our tentative agreement with the Hospital has been that they will purchase of the property at a value of \$283,650 minus one-half of the costs of the Level I & II environmental analyses. The remaining details will be finalized in an acquisition agreement which is being prepared by the Hospital for review by the City.
- This purchase would be contingent upon receiving a Letter of No Further Required from DEQ and a Site Plan Review approval of the parking on the City Property related to a new Medical Office Building (this proposal is currently been through Pre-application and is waiting on a full application to the Planning Commission). The environmental clean-up work on the City Shops is completed and we are awaiting final DEQ review which is anticipated to be complete by mid-March. After receipt of

DEQ's clearance, the Hospital will be ready to execute acquisition of the property. As agreed upon, they will allow the City to continue to operate out of the facilities until September 2012.

- In order to proceed with the surplusing of the Shop property directly to the Hospital, the Council must comply with Oregon Revised Statute

**271.330 Relinquishing title of property not needed for public use**, which states:

(2)(a) Any political subdivision is granted express power to relinquish the title to any of its property to a qualifying nonprofit corporation or a municipal corporation for the purpose of providing any of the following:

(B) Social services...

(b) As used in this subsection:


(A) "Qualifying nonprofit corporation" means a corporation that is a public benefit corporation under ORS 65.001 (37) and that has obtained a ruling from the federal Internal Revenue Service providing that the corporation is exempt from federal income taxes under section 501(c)(3) of the Internal Revenue Code.

(B) "Social services" and "child care services" include but are not limited to education, training, counseling, *health and mental health services* and the provision of facilities and administrative services to support social services and child care services (*emphasis added*).

- Therefore, the Council must make findings that the property is "not needed for public use"; that the Hospital is qualifying social service; and that based upon assurances provided, the City is willing to relinquish the title of the property to the Hospital.
- Based upon prior discussions, staff assumes that the poor condition of the existing City Shops and the various environmental conditions, which impact habitable structures but not parking lots such as the Hospital is proposing, has led the Council to determine that the property is not needed for public use.
- Staff believes that the Hospital is a qualifying social service.
- Conditional upon the above tentative agreements being further negotiated through the forthcoming acquisition agreements, the City is willing to relinquish title to the Hospital. The one difference between the initial discussion and the current Hospital as presented at Preapplication is that the Helo pad may not be moved as part of the project. This concern needs to be addressed and direction provided to staff for further negotiation.
- If so directed, staff will use your direction to prepare a resolution for your next Council meeting.



## STAFF REPORT CITY OF TILLAMOOK

**TO:** Honorable Mayor and Members of City Council  
**THROUGH:** Paul Wyntergreen, City Manager  
**FROM:** David Mattison  City Planning Department  
**DATE:** February 29, 2012  
**SUBJECT:** Street Tree Committee February 28, 2012 Committee Meeting  
Recommendation to approve the removal of street trees (3) at 1009 Meadow Avenue by adjacent property owner

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### **ISSUE BEFORE THE COUNCIL:**

Recommendation by the City Street Tree Committee to approve the removal of street trees (3) at 1009 Meadow Avenue by adjacent property owner. Mr. Beveridge stated in his request that was taken before the City Street Tree Committee that the main reason for the request to remove the street trees is the lifting of pavement by the roots of the trees and the growth of the trees near the water line – a potential hazard.

### **EXECUTIVE SUMMARY:**

Section 4 (2c) of the City Street Tree Ordinance No. 1230 requires the City Street Tree Committee be responsible for making recommendations for approval or denial to the Planning Commission and for final approval or denial to the City Council upon receiving any requests for street tree planting or removal.

Section 4 (2d) of the City Street Tree Ordinance #1230 provides full power and authority to the City Street Tree Committee to make recommendations to the City Council which has final authority over all trees, plants and shrubs located within street rights-of-ways, parks and public places of the city, and to trees, plants and shrubs located on private property that constitute a hazard or threat as described herein.

**RECOMMENDATION:** The City Street Tree Committee recommends City Council approve the removal of street trees (3) at 1009 Meadow Avenue by the adjacent property owner, Mr. Beveridge.

**PUBLIC INVOLVEMENT:** Notice was posted for the Street Tree Committee Meeting on the 14<sup>th</sup> of February 2012, at City Hall, County Courthouse, Fire Hall and Library and Council Meeting on the 1<sup>st</sup> of March 2012, at City Hall, County Courthouse, Fire Hall and Library.

**Attachments:** A. Copy of Letter of Request for Tree Removal from Mr. Stephen Beveridge, January 27, 2012.  
B. Copy of picture of trees requested to be removed.  
C. Copy of City Street Tree Ordinance #1230



ment B





**ORDINANCE NO. 1230****AN ORDINANCE AMENDING ORDINANCE #1078 AS IT RELATES TO TREES LOCATED WITHIN THE CITY OF TILLAMOOK RIGHT-OF-WAY AND PROVIDING FOR CONTROL OF GROWTH.**

The people of the City of Tillamook do ordain as follows:

**Section 1. Title.** This ordinance shall be known and cited as the “Street Tree Ordinance” of the city of Tillamook.

**Section 2. Purpose and Intent.**

1. Purpose. The City of Tillamook recognizing the value of trees in preserving the aesthetic and environmental qualities of the community, wishes to maintain the Tree City USA Program. This Ordinance shall constitute the official Comprehensive City Tree Program of the City of Tillamook, Oregon. It is the purpose of this ordinance to promote and protect the public health, safety and general welfare by providing for the regulation of the planting, maintenance and removal of trees, shrubs, and other plants within the City of Tillamook public parks, public right-of-way, and other public places where the public has free access.
2. Intent. It is the intent of the City of Tillamook that the terms of this ordinance shall be construed as to promote:
  - a. The recognition of the special significance of heritage and distinctive trees, and value the contribution, which such trees make to the beauty and quality of life in Tillamook.
  - b. The recognition that because of the known benefits of trees, trees on development properties should be preserved so that they may be considered for incorporation into development plans.
  - c. The intent is not to prohibit the removal of trees but to stop the thoughtless destruction of that vegetation which has a beneficial effect on the value of property and on the City in general.

**Section 3. Definitions.** As used in this Ordinance, the following words mean:

1. Bush/Shrub: All other woody vegetation not considered trees. Plants commonly planted as shrubs, include but are not limited to English Laurel, Photinia, Arborvitae, Poison Oak, English Holly, and English Ivy.
2. City: Shall mean the City of Tillamook.
3. DBH: Diameter of tree at Breast Height.
4. Fell: To remove or sever a tree or to use any procedure of which is to cause the death or other substantial destruction of the tree. Fell does not in any context include normal trimming or pruning.
5. Illegally removed tree: A tree removed without first obtaining City Street Tree Committee approval and a City permit.
6. Immediate Danger of Collapse of a Tree: A tree may already be leaning with the surrounding soil heaving, and/or there is a significant likelihood that the tree will topple or otherwise fail and cause damage to the surroundings. Immediate Danger of Collapse does not include hazardous conditions that can be alleviated by pruning or treatment.

7. Parking Strip or Planter Strip or Tree Lawn: The area between the street curb and sidewalk in the public right-of-way, utilized for landscaping and street tree planting.
8. Pollard: A tree cut back to the trunk to promote the growth of a dense head of foliage.
9. Street: Includes land within the dedicated public right-of-way including easements, sidewalks, tree lawn or tree well, and roadway.
10. Tree Removal: To cut down a tree, or remove 50% or more of the crown, trunk, or root system of a tree; or to damage a tree so as to cause the tree to decline and/or die. "Removal" includes topping. "Removal" includes but is not limited to damage inflicted upon a root system by application of toxic substances, operation of equipment and vehicles, storage of materials, change of natural grade due to unapproved excavation or filling, or unapproved alteration of natural physical conditions. "Removal" does not include normal trimming or pruning of trees.
11. Tree Topping: The severe cutting back of a tree's limbs to stubs three (3) inches or larger in diameter within the tree's crown to such a degree so as to remove the natural canopy and disfigure the tree. Topping does not include the practice of "pollarding" when conducted in accordance with the standards established by the International Society of Arboriculture.
12. Tree: Any woody plant having a trunk six (6) caliper inches or larger in diameter at breast height (DBH). If a tree splits into multiple trunks above ground, but below 4.5 feet, the trunk is measured at its most narrow point beneath the split, and is considered one (1) tree if greater than six (6) inches DBH. Plants commonly planted as shrubs, including but not limited to English Laurel, Photinia, Arborvitae, Poison Oak, English Holly, and English Ivy shall not be considered a "tree". Trees specifically planted and maintained, as a hedge shall additionally not be considered a "tree". Different classifications of trees include the following:
  - a. Dead Tree: A tree is lifeless. Such evidence of lifelessness may include unseasonable lack of foliage, brittle dry branches, or lack of any growth during the growing season.
  - b. Heritage Tree: A tree listed on the Official City of Tillamook Heritage Tree List adopted by the City Planning Commission.
  - c. Park Tree: A tree located in a public park or other area owned by the City having an individual name, and all other areas owned by the City, or to which the public has free access as a park.
  - d. Private Tree: A tree located on private property other than a dedicated right-of-way or City utility easement or public parks and grounds.
  - e. Significant Tree: A tree having a trunk eighteen (18) caliper inches DBH or larger in diameter.
  - f. Street Tree: A tree on land lying within a dedicated right-of-way along either side of a street, avenue, or other way within a dedicated utility easement of the City.
  - g. Tree Cutout or Tree Well: The area between the street and a sidewalk in the public right-of-way, for street tree planting.

#### **Section 4. Creation and Establishment of a City Street Tree Committee.**

1. Creation. There is hereby created and established a standing Street Tree Committee for the City of Tillamook, consisting of the Mayor, Chair of the Planning Commission, Public Works Director, City Planner, a member of the City Beautification Committee and two (2) at large positions appointed by the Mayor with the consent of the City Council, that shall be known as the City Street Tree Committee. Members of the Committee shall serve without compensation. The City Planner shall be the facilitator/chair of the meetings held by the City Street Tree Committee, and shall only vote in terms of a tie.

Terms. The term of the two (2) persons to be appointed by the Mayor with the consent of the majority of the City Council shall be three (3) years. In the event that a vacancy shall occur during the term of

any member, his or her successor shall be appointed for the unexpired portion of the term. Terms shall begin on the first day of January of the calendar year.

2. Duties and Responsibilities of the City Street Tree Committee.

- a. The City Street Tree Committee shall study, investigate, and develop, and/or update annually, and administer the Ordinance for the care, preservation, pruning, replanting, removal or disposition of Street Trees and Park Trees. This Ordinance shall be presented when required to the City Planning Commission and City Council and upon their acceptance and approval, shall constitute the official Comprehensive City Tree Program of the City of Tillamook City, Oregon.
  - b. The City Street Tree Committee, when requested by the City Planning Commission or City Council, shall consider, investigate, make findings, report and recommend upon any special matter or question coming within the scope of its work. Such report, with or without recommendations, shall be presented first to the City Planning Commission and then to the City Council for their review and final consideration and action if needed.
  - c. The City Street Tree Committee shall be responsible for making recommendations for approval or denial to the Planning Commission and for final approval or denial to the City Council upon receiving any requests for street tree planting or removal.
  - d. This ordinance provides full power and authority to the City Street Tree Committee to make recommendations to the City Council which has final authority over all trees, plants and shrubs located within street rights-of-ways, parks and public places of the city, and to trees, plants and shrubs located on private property that constitute a hazard or threat as described herein.
3. Appeals. Appeals from an order made under the authority of this Ordinance may be made by filing a written notice and paying the city's appeal fee as outlined in its planning fee schedule with the City Manager or City Planner within 10 days after the order is received, stating in substance, that the appeal is being made from the order to the City Planning Commission. The City Planner shall call the appeal to the attention of the City Planning Commission at their next regularly scheduled meeting. At that (the) meeting the appellant and the Public Works Director may present evidence. Actions and/or conditions recommended by the City Planning Commission, after the hearing, shall be adhered to unless appealed to the City Council for final action.
4. Review by the City Council. The City Council may review the conduct, acts and decisions of the City Street Tree Committee. A person may appeal from the ruling or order of the Planning Commission to the City Council who shall hear the matter and whose decision shall be final.

**Section 5. Permit Procedures, Street Tree Planting and types of trees to be planted, by Abutting Property Owners.**

1. Permit procedures. Abutting property owners may be granted permission to plant street trees by the City Street Tree Committee, at a regularly scheduled City Street Tree Committee meeting if street trees are proposed in a new subdivision or newly created road right-of-ways or a request for a tree according to 3(j) of this section, or administratively upon review by assigned City Planner or designee if street tree(s) are proposed on an existing tree lawn and an established road right-of-way with curb. Property owners abutting the public R.O.W. may be granted permission to plant approved tree species within public right-of-ways as is mentioned above, and if the following information is provided to the City:

- a. A request in writing is provided in the form of a letter to the Street Tree Committee and a City Public Works Permit application for street trees proposed in a new subdivision or newly created road right-of-ways, or a City Public Works Permit application for administrative permission for street tree(s) proposed on an existing tree lawn and an established road right-of-way with curb.
  - b. A plot plan of area referencing water and sewer lines, power lines, driveways and intersecting streets is provided.
  - c. Approval, if granted by the City, shall be required in the form of an approved City Public Works Permit prior to planting of the tree or trees. Fees for such permit shall be paid prior to approval by the abutting property owner.
  - d. A permit fee for the planting or removal of a street tree shall be established by resolution and incorporated into the land use fee schedule in Zoning Ordinance #979.
2. Diagrams. The following diagrams contained in Attachment A to this ordinance, which display general instructions on how to plant a bare-root tree and a containerized tree, and are to be used for illustration purposes only.
3. Street Tree Species to be Planted and Minimum Tree Planting Dimensions. The Official Tillamook Street Tree List of acceptable species of trees, shrubs, bushes and other woody plant material, as shown below in the listings under minimum planting dimensions, shall be compiled by the Committee and made available to the public. No person, without the written permission of the City, through a City Public Works Permit shall plant a Street Tree of a species other than those included on the list.

Street tree plantings shall be restricted to the following guidelines unless Section 5 Subsection 3(k) applies:

- a. The following small street trees are allowed in a minimum 3-foot wide parking strip, or a minimum 3-foot by 3-foot tree well in the Commercial Districts, with the exception of the Town Center Commercial District, with a minimum 20-foot spacing between trees:

| <u>COMMON NAME:</u>          | <u>SCIENTIFIC NAME:</u>           |
|------------------------------|-----------------------------------|
| <u>Green Leaf Maple</u>      | <u>Acer Palmatum</u>              |
| <u>Almira Norway Maple</u>   | <u>Acer Platanoides "Almira"</u>  |
| <u>Globe Norway Maple</u>    | <u>Acer Platanoides "Globe"</u>   |
| <u>Globe European Ash</u>    | <u>Fraxinum Excelsior "Globe"</u> |
| <u>English Hedge Maple</u>   | <u>Acer Camestre</u>              |
| <u>Globe Desert Ash</u>      | <u>Fraxinus Velotina</u>          |
| <u>Golden Raintree</u>       | <u>Koelreoteria</u>               |
| <u>Wintergold Crab Apple</u> | <u>Malus "Winter Gold"</u>        |
| <u>Profusion Crab Apple</u>  | <u>Malus "Sargent"</u>            |
| <u>LaValle Hawthorne</u>     | <u>Crategus Lavellei</u>          |
| <u>Kwanzan Cherry</u>        | <u>Prunus "Kwanza"</u>            |
| <u>Thundercloud Plum</u>     | <u>Prunus "Thundercloud"</u>      |
| <u>White Dogwood</u>         | <u>Cornus Florida</u>             |
| <u>Red Leaf Maple</u>        | <u>Atropurpuraum</u>              |

These trees will grow from 18-30 feet in height.

- b. The following small street trees are allowed in a minimum 4-foot wide parking strip, no closer than 2 feet from any curb, curb-line or sidewalk, with a minimum 30-foot spacing between trees:

| <u>COMMON NAME:</u>                | <u>SCIENTIFIC NAME:</u>             |
|------------------------------------|-------------------------------------|
| <u>Gerling Red Maple</u>           | <u>Acer Rubrum "Gerling"</u>        |
| <u>Tilford Red Maple</u>           | <u>Acer Rubrum "Tilford"</u>        |
| <u>Schlesinger Red Maple</u>       | <u>Acer Rubrum "Schlesinger"</u>    |
| <u>Pyramidal Sycamore Maple</u>    | <u>Acer Pseudo Plantanus</u>        |
| <u>Pyramidal European Hornbeam</u> | <u>Carpinus Betulus "Pyramidal"</u> |
| <u>Chanticleer Pear</u>            | <u>Prunus</u>                       |
| <u>Rancho Callery Pear</u>         | <u>Prunus</u>                       |
| <u>Trinity Pear</u>                | <u>Prunus</u>                       |
| <u>Rancho Little Leaf Linden</u>   | <u>Tilia Cordata</u>                |

These trees will grow from 20-35 feet in height.

- c. The following medium street trees are allowed in a minimum 6-foot wide parking strip, no closer than 3 feet from any curb, curb-line or sidewalk, with a minimum 40-foot spacing between trees:

| <u>COMMON NAME:</u>             | <u>SCIENTIFIC NAME:</u>                     |
|---------------------------------|---|
| <u>Cavalier Norway Maple</u>    | <u>Acer Platanoides</u>                     |
| <u>Cleveland Norway Maple</u>   | <u>Acer Platanoides</u>                     |
| <u>Vineleaf Sycamore Maple</u>  | <u>Acer Pseudo Plantanus "Vineleaf"</u>     |
| <u>Royal Crimson Maple</u>      | <u>Acer Platanoides "Royal Crimson"</u>     |
| <u>Shade King Red Maple</u>     | <u>Acer Rubrum "Shade King"</u>             |
| <u>Ruby Red Horse Chestnut</u>  | <u>Aesculus Carnea</u>                      |
| <u>Flame Ash</u>                | <u>Franinus Pennsylvania "Atropurpurea"</u> |
| <u>Crimean Linden</u>           | <u>Tilia Echlora</u>                        |
| <u>Mongolian Linden</u>         | <u>Tilia</u>                                |
| <u>Purple European Hornbeam</u> | <u>Carpinus</u>                             |
| <u>Ginkgo</u>                   | <u>Ginkgo biloba</u>                        |

These trees will grow 35-40 feet in height.

- d. The following large trees are allowed in a minimum 8-foot wide parking strip, no closer than 4 feet from any curb, curb-line or sidewalk, with a minimum 50-foot spacing between trees:

| <u>COMMON NAME:</u>          | <u>SCIENTIFIC NAME:</u>       |
|------------------------------|-------------------------------|
| <u>Sugar Maple</u>           | <u>Acer Saccharinum</u>       |
| <u>Red Maple</u>             | <u>Acer Rubrum</u>            |
| <u>Norway Maple Cutivars</u> | <u>Acer Platanoides</u>       |
| <u>Linden Species</u>        | <u>Tilia</u>                  |
| <u>Celtis Species</u>        | <u>Celtis</u>                 |
| <u>Tupelo</u>                | <u>Nyssa Sylvatica</u>        |
| <u>Blue Ash</u>              | <u>Fraxinus Quadrangulata</u> |
| <u>Oriental Plaintree</u>    | <u>Plantanus Orientalis</u>   |
| <u>Pin Oak</u>               | <u>Quercus palustris</u>      |
| <u>River Birch</u>           | <u>Betula nigra</u>           |

These trees will grow 60-120 feet in height.

- e. Diagram. The diagram contained in Attachment B to this ordinance is an example of planting the right trees in the right place.
- f. Street trees shall not be allowed closer than 30 feet from the tangent point at street intersections as described in the vision clearance areas specified within Section 30(5) and Section 26(2) of the Tillamook City Zoning Ordinance #979.
- g. Small tree species within the list, in Section 5 Subsection 3a, of acceptable species may be planted under overhead utilities.
- h. No trees shall be allowed within 5 lateral feet of underground utilities, sewer and water lines.
- i. Street trees shall be required for new development in the Town Center Zone District, or TC District, on all streets except Main Avenue between First and Fourth Street.
- j. In new subdivisions or when the development of commercial property occurs, the City Planner and Public Works Director shall review landscaping plans and may require street trees to be planted in any of the streets, parking lots, parks and other public places abutting land henceforth developed and/or subdivided, prior to Section 5 Subsection 3(k) below.
- k. No person, without the written permission of the City Street Tree Committee, shall plant a Street Tree of a species other than those included on the list.
- l. The following trees are illegal and may not be planted in dedicated street rights-of-way or utility easements:

| <u>COMMON NAME:</u>   | <u>SCIENTIFIC NAME:</u>       |
|-----------------------|-------------------------------|
| <u>Poplar Species</u> | <u>Populus Species</u>        |
| <u>Willow Species</u> | <u>Salix Species</u>          |
| <u>Holly</u>          | <u>Ilex Species</u>           |
| <u>Elms</u>           | <u>Ulmus</u>                  |
| <u>Lilac Species</u>  | <u>Syringa Species</u>        |
| <u>Locust Species</u> | <u>Robinia Species</u>        |
| <u>Pines</u>          | <u>Pinus Species</u>          |
| <u>Spruces</u>        | <u>Picea Species</u>          |
| <u>Hickory</u>        | <u>Carya Species</u>          |
| <u>Catalpas</u>       | <u>Catalpa Species</u>        |
| <u>Walnuts</u>        | <u>Juglans Species</u>        |
| <u>Box Elder</u>      | <u>Acer Negundo</u>           |
| <u>Silver Maple</u>   | <u>Acer Saccharinum</u>       |
| <u>Horse Chestnut</u> | <u>Aescules Hippocastanum</u> |
| <u>Tree of Heaven</u> | <u>Ailanthus Altissima</u>    |

In general, no conifers or fruit-bearing tree may be planted in the right-of-way.

#### 4. Landscaping Credit for Street Tree Planting

- a. The retention of trees shall be considered in the design of partitions, site plans, subdivisions, or planned developments; the placement of roads and utilities shall preserve trees wherever possible.

The need to remove trees shall be considered in the review process for partitions, site plans, subdivisions, or planned developments.

- b. The preservation of trees shall provide a basis for consideration of a landscaping credit, which can reduce the landscaping requirements described in Section 22 of the Zoning Ordinance #979.
  - c. The planting of Street Trees in the public Right-of-way shall provide a basis for consideration of a landscaping credit, which can reduce the landscaping requirements described in Section 22 of the Zoning Ordinance #979.
5. Tree Technical Manual. The Street Tree Committee may adopt a Tree Technical Manual, and revise its contents from time to time. The Tree Technical Manual shall contain specialized, arboricultural reference materials; establish procedures and design standards required for installation, planting, pruning, thinning, removal, and maintenance of trees; and, establish or preserve the tree and root protection zone. Any person who is required under this Code or pursuant to a condition of approval of a development permit to undertake such activities or to comply with the tree and root protection zone shall comply with the requirements and procedures set forth in the Tree Technical Manual.

**Section 6. Special Street Tree Districts within the City of Tillamook.** The following District(s) shall be considered Special Street Tree Districts, and shall have detailed descriptions contained in Attachment C to this Ordinance for the planned location of street trees and other amenities:

Town Center (TC) District Streetscape Design Plan. This district shall include 3' X 3' tree wells located approximately 30 feet apart from one another with a historic streetlight centered between each tree (see attached). Street trees shall be required on all streets in the Town Center Zone District, except Main Avenue, between First and Fourth Streets. A reduction to the number of street trees may be granted when the development preserves healthy, mature trees adjacent to the sidewalk. Under this design plan, there is no requirement to remove existing trees on Main Avenue, but the planting of new trees on Main Avenue between First and Fourth Streets is discouraged.

The following small street trees are allowed in Town Center Commercial District

| <u>COMMON NAME:</u>        | <u>SCIENTIFIC NAME:</u>          |
|----------------------------|----------------------------------|
| <u>Green Leaf Maple</u>    | <u>Acer Palmatum</u>             |
| <u>Almira Norway Maple</u> | <u>Acer Platanoides "Almira"</u> |
| <u>Globe Norway Maple</u>  | <u>Acer Platanoides "Globe"</u>  |

**Section 7. Street Tree Maintenance, Care, Pruning, Corner Clearance and Removal of Dangerous or Nuisance Trees.**

1. Street Tree Maintenance, Care, Pruning and Corner Clearance.
- a. Standards. All trees located within the public right-of-way must be pruned to National Arborist Association Pruning Standards for Shade Trees. Such standards shall be adopted as part of the City of Tillamook Right-of-Way Tree Program.
  - b. Adjacent Property Owners to Maintain Trees. Every adjacent property owner of any tree overhanging any right-of-way within the city shall prune the branches so that such branches shall not obstruct the light from a street lamp, or obstruct the view of any street intersection. The owner of a tree, which is encroaching on or adjacent to electric wires, is required to notify the Tillamook

People's Utility District (PUD) prior to removal of hazardous limbs or branches. It is PUD's responsibility to remove, prune, or trim tree from electric wires. The owner shall maintain a clear space of fourteen feet (14') over the street, and eight (8) feet above the sidewalk. The owner of a tree at or within 30 feet of a street intersection shall follow the criteria for the vision clearance areas as described here and within Section 30(5) and Section 26(2) of the Tillamook City Zoning Ordinance #979. Said owners shall remove all dead, diseased, or dangerous trees; or broken or decayed limbs which constitute a menace to public safety.

- c. **Adjacent Property Owners Liable.** The owner of property abutting trees on a right-of-way shall be liable for injury, damage, or loss to persons or property caused by the property owner's negligent failure to comply with subsection b of this section.
- d. **Notification.** The Public Works Director, or designee, may serve notice on the adjoining property owner to prune, remove, or otherwise treat any tree on a right-of-way as conditions may require. Neither the duty of the adjoining property owner to maintain trees located on a right-of-way, nor the liability for the property owner's failure to do so, is dependent upon any notice from the city.
- e. **Debris Removal.** The owner of property abutting trees on a right-of-way, or public area shall be required to remove all debris from the right-of-way by sunset of the same day, unless specifically authorized to do otherwise by the Public Works Director, or designee. The acceptable standard shall be a broom clean finish or better.
- f. **City Tree Maintenance.** The city shall have the right to plant, prune, maintain, and remove trees located within the public right-of-way as may be necessary to preserve or enhance the symmetry and beauty of such areas. This section does not prohibit the planting of street trees by adjacent property owners, providing that the selection and location of said tree is in accordance with Section 5 of this ordinance.
- g. **City Held Harmless.** The city of Tillamook shall not be liable for injury, damage, or loss to person or property caused in whole or part by the defective or dangerous condition of any tree located in or upon a right-of-way. The property owner shall defend and hold harmless the city from all claims for loss and damage arising from the owner's negligent failure to comply with this ordinance.
- h. **A City Public Works Permit is not required for the pruning of a street tree.**

## 2. Removal of Dangerous or Nuisance Trees.

- a. The City may prune or cause to have pruned a private tree when it interferes with the proper spread of light along the street from a streetlight, or interferes with the visibility of any traffic control device or sign.
- b. The City may cause the removal of all, or part of any dead, dangerous or diseased park or street tree when the tree constitutes a hazard to life, property, or harbors insects or disease that constitutes a potential threat to other trees within the City.
- c. The city may remove, or cause or order to be removed, any tree or part thereof which is in an unsafe condition or which by reason of its nature is injurious to sewers, electrical power lines, natural gas lines, water lines, or other public improvements, or is affected with any injurious fungus, insect, or other pest.
- d. Abutting property owners may be granted permission by the Tree Committee for the removal of dangerous or nuisance trees if the tree is considered to be dead, dangerous or diseased, or when the



tree constitutes a hazard to life, property, or harbors insects or disease that constitutes a potential threat to other trees within the City.

- e. Upon approval by the Tree Committee, a City Public Works Permit shall be required for the removal of a street tree.
  - f. Notice to Prune or Remove Dangerous or Nuisance Trees. If any property owner fails to maintain adjacent trees as per this ordinance, the Public Works Director or designee, shall order such person or persons, within thirty (30) days of mailing of said notice to so prune or remove such tree(s).
3. All trees existing prior to the approval of this ordinance or amendments thereto shall be considered pre-existing and allowed to remain unless they are considered a nuisance to, dead, diseased, or dangerous to the general public by the City Street Tree Committee.

**Section 8. Abuse, Mutilation or Indiscriminant Topping of Trees.** No person shall abuse, destroy, or mutilate any street tree, in a dedicated public right-of-way, or any other public place, or attach or place any rope or wire (other than one used to support the tree itself), sign, poster, handbill, or other thing to, or on any tree growing in a public place, or cause or permit any wire charged with electricity to come into contact with any such tree, or to allow any gaseous liquid, or solid substance which is harmful to such trees to come into contact with their roots or leaves.

Except as provided by this section, it shall be unlawful as a normal practice of any person, firm or City Department to top any street tree, park tree, or other tree on public property. Trees severely damaged by storms or other causes, or certain trees under utility wires or obstructions where other pruning practices are impractical may be exempted from this Ordinance by the determination of the City.

**Section 9. Interference with the City.** No person shall prevent, delay, or interfere with the City or any of its agents, while engaging in the planting, cultivating, mulching, pruning, spraying or removal of any street trees, park trees or private trees as authorized by this Ordinance.

**Section 10. Administration of the Ordinance.** The interpretation and administration of this Ordinance is the responsibility of the City Manager or persons designated by the City Manager.

**Section 11. Penalties.**

1. Any person, firm or corporation violating any provisions of this Ordinance shall be deemed to be causing a nuisance and be considered in violation of Ordinance #1206.
2. Failure to comply. When a person to whom a notice is directed shall fail to comply within the specified time, the violation shall be considered a nuisance and it shall be lawful for the City to cause the tree(s) in question to be pruned and/or removed; and the exact cost thereof shall be assessed to the property owner as provided by law in the case of public nuisance abatements.

**Section 12. Severability Clause.** If any provision of this ordinance or application thereof to any person or circumstance is held invalid by any court, other provisions or applications of the ordinance, which can be given effect without the invalid provision, or application shall not be affected, and to this end the provisions of this ordinance are declared to be severable.

## **Monthly Report to Mayor and Council**

### **Police Department**

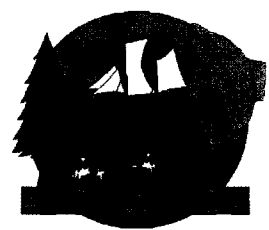
### **February 2011**

- Aaron Miller has made up classes missed at the academy. He is now in his Field Training Program and should be complete by sometime in June and out on his own. I will keep you updated.
- Oral boards and written testing for new applicants was conducted on January 21<sup>st</sup>. We have screened out some applicants and are going through the lengthy process with another candidate. We should have an update soon on this candidate and the process. I will keep you updated.
- We were having a neighborhood problem with juveniles loitering around a brushy area in the area of 6<sup>th</sup> at Del Monte, causing problems. I contacted the Mill and they went out and cleared the entire property. I mention this to thank the Mill for their very quick and wonderful response. Thank You.
- We have been working with City Recorder Abby Donowho to clean up the archives room. Brenda Bower and Debbie Coleman have done a wonderful job and with the help of Public Works, almost 60 boxes of stuff were taken to be destroyed, weighing over 1 and ½ tons. We are almost done and there are at least 10 more boxes of stuff to go.
- Department members are all participating in First Aid, CPR.
- We are partnering with the Sheriff's Department in an effort to destroy unwanted and no longer needed prescription medications. If citizens have prescription medications they no longer want around their home, they can be brought to the Police Department during business hours and, working with the Sheriff's department, the medications will be destroyed. This is a wonderful program to help with community concerns for accidental and misuse of prescription medications. Please contact the Police Department if you have any questions.
- We will be working with the selected vendor on installation of cameras at the waste water treatment plant/park and City Hall. The City Hall cameras are being installed the beginning of March. I will keep you updated.
- We met with Community Partners to start the process to form a county wide multi disciplinary team to review concerns response protocol for adult protected populations, to include seniors, vulnerable adults and adults with disabilities. This MDT requirement is mandated by the state. Once the protocol is developed, we will enter into a county wide agreement. For information, some of the other community or statewide agreements or teams we are involved in include;
  - a) Child Abuse MDT,
  - b) Youth Services Team
  - c) Major Crimes Team, county wide
  - d) County Wide Pursuit Agreement,
  - e) Law Enforcement Services Agreement for Tillamook County,
  - f) Tillamook County Domestic Violence Council,
  - g) County Wide deadly Force response Plan,
  - h) Mutual Aid Intergovernmental Agreement,


- i) County wide Animal Control Agreement,
- j) Memorandum of Understanding with ATF,
- k) Oregon State Police Law Enforcement Data System Agreement,
- l) Towing Agreement with local vendors for City towing needs,
- m) CARE for Child seat inspection and installation,
- n) Incident Command Team for major county incidents,
- o) County wide radio users group,
- p) Mobile Data Terminal users group,

# Memo

City of Tillamook  
210 Laurel Avenue  
Tillamook, OR 97141



**To:** Honorable Mayor and City Council Members

**From:** David Mattison, City Planner 

**Date:** February 28, 2012

**Re:** February 2012 Monthly Report City Planning Department

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- ◆ **Building/Zoning/Sign/Public Works Permits issued:**
  - ▶ Single-Family Dwelling and Accessory Structure at 3510 Walnut Drive,
  - ▶ Demolition of Residence at 312 Ash Avenue.
- ◆ **Public Works Permits issued:**
  - ▶ 3510 Walnut Drive Driveway Construction Sewer and Water Hook-up,
- ◆ **Electrical/Mechanical/Plumbing Permits issued:**

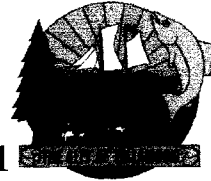
**PENDING**  
**COUNTY**  
**SUBMITTAL**
- ◆ **Special Projects:**
  - ▶ City Comprehensive Plan Draft Post-Acknowledged Plan Amendment submittal to State,
  - ▶ City Parks and Recreation Master Plan redraft/edit work preparation for Planning Commission,
  - ▶ Request for setback variance (#V-11-02) for residential addition reviewed administratively,
  - ▶ Coastal Zone Management Grant Application to State Department of Land Conservation and Development,
  - ▶ North Main Avenue (State Hwy 101) and Hoquarton Slough Open Space/Parks/FEMA Buy-out Master Plan development regarding recreational use of City properties along North Main Avenue, and at City shops.
- ◆ **Meetings/Correspondence/Time Off:**
  - ▶ Meeting with Matt Kadyk regarding proposed Adventist Health Medical Office Building and location of Floodplain/wetlands/land use application process (02/02/12),
  - ▶ Meeting with DLCD regarding potential wetlands inventory update(02/03/12),
  - ▶ City Council Meeting (02/06/12),
  - ▶ Meeting with Planning Commission Chair regarding Parks and Recreation Master Plan development and upcoming February Planning Commission Agenda (02/08/12),
  - ▶ Pre-Application Meeting with Goodwill (02/13/12),

- ▶ Correspondence with Rob Ridderbush regarding requirements for Dairy Queen (02/08/12, 02/10/12, 02/14/12),
- ▶ Pre-Application Meeting with Roby's Furniture (02/15/12),
- ▶ Pre-Application Meeting with Adventist Health (02/21/12),
- ▶ Correspondence with Abigail Donowho regarding Self Evaluation (02/27/12),
- ▶ Correspondence with Elaine Howard and Wendy Schink regarding Urban Renewal Plan Amendment (02/27/12),
- ▶ Tree Committee Meeting (02/28/12),
- ▶ Department Head Meeting (02/29/12),
- ▶ OFLA Time off: (02/06/12, 02/09/12–02/10/12, 02/21/12, 02/23/12–02/24/12).


◆ **Upcoming Events:**

- ▶ Planning Commission Meeting (03/01/12),
- ▶ OFLA Time off: (03/05/12–03/06/12, 03/08/12–03/09/12, 03/19/12– 03/27/12, 03/29/12–03/30/12).

City of Tillamook  
210 Laurel Ave.  
Tillamook, OR 97141



# Memo

**To:** Paul Wyntergreen, City Manager  
**From:** Arley Sullivan, Public Works Director   
**Date:** 29 February 2012  
**Re:** Director's Report for February 2012

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**Water Division:**

Working on water shop relocation to the water treatment facility on Killam Creek Road. We received quotes on a shop building that will be discussed later. (This item is on hold).

**Street Division:**

Working on street shop relocation. Have had preliminary discussions with a builder to get an idea of costs associated with a new building. (This item is on hold). The crew has been installing new street name signs and have. They have six inch letters and excellent reflectivity. They are very easy to see and read. The project is now complete.

**Sewer Division:**

Staff corrected a sludge blanket imbalance between clarifier 1 and clarifier 2 by an innovative modification in the discharge channel of the aeration basin. They are to be commended.

**General:**

Working up a Request For Bids (RFB) and agreement for demolition of the old Safeway building at 955 N. Main Ave. Will continue the drawings for the Stillwell SCA Grant project as weather permits for field data collection. We received the Landowner Agreement for the Fawcett Creek restoration project. Project partners include The Tillamook Bay Watershed Council, US Fish and Wildlife Service, Oregon Department of Fish and Wildlife and the City of Tillamook. We are in the process of working up an agreement with the Port of Tillamook Bay concerning their water and sewer needs for future needs. Employee evaluations have been completed.

**TILLAMOOK CITY MUNICIPAL COURT**  
**Tillamook City Hall**  
**210 Laurel Avenue**  
**Tillamook, OR 97141**  
**(503)842-4861**

February 27, 2012

Re: Tillamook Municipal Court Monthly Report

Greetings:

I had a chance to review proposed resolution No. 1599, adding fees for failure to appear and failure to comply, and told Abigail that I saw no reason why we couldn't implement it.

Also of note is that HB 4025 was submitted, which would, among other things, reduce the HB 2712 State assessment from \$60.00 to \$45.00. Abigail has been following this and she may be able to answer any questions you have on the content and status of HB 4025.

Timothy M. Dolan  
Municipal Court Judge

TMD/llv

## At the rally you will....

- ☒ Learn from the Tohoku, Japan earthquake and tsunami on the 1 year anniversary
- ☒ Prepare for a tsunami *now*
- ☒ Get Tillamook's *new* Tsunami Evacuation Brochure
- ☒ Talk with your local CERT team and representatives from the *Amateur Radio Club*, *National Weather Service*, *Oregon Emergency Management*, *Coast Guard*, *Police*, *Fire*, *Red Cross*, *Red Cross Radio Group*

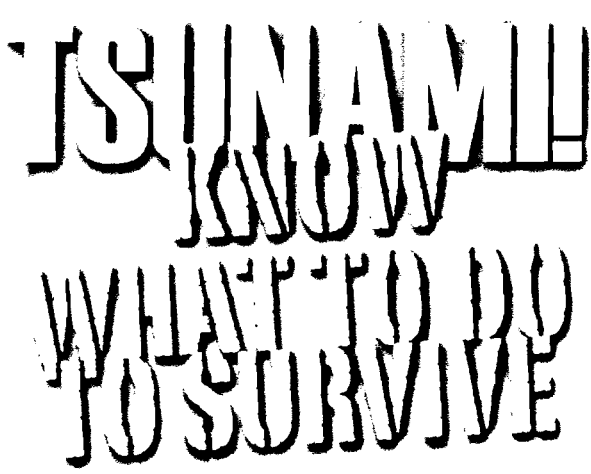


# TILLAMOOK'S TSUNAMI COMMUNITY RALLY

**March 11th, 2:00 - 4:30 PM**

**Tillamook Bay Community College  
Room 214**

**4301 Third Street, Tillamook, OR 97141**



- 2:00** Doors open
- 2:15** Gordon McCraw,  
Tillamook County Emergency Management
- 2:20** Don Lewis and Rachel Lyles, DOGAMI
  - Oregon's Giant Earthquake History
  - Prepare for the Next Giant Earthquake and Tsunami
  - Tsunami Science
  - New Tsunami Maps for Your Community
  - Tsunami Outreach Oregon
  - New Tillamook Evacuation Brochures
- 3:20** Althea Rizzo, Oregon Emergency Management
  - After the Disaster Preparedness
  - Responding to the Disaster
- 3:40** Q & A



For more information please contact your local  
Tsunami Outreach Oregon Community Coordinators:

Jeannell Wyntergreen (503) 312-9316  
Jerry Rilette (503) 307-5734





# TSUNAMI EVACUATION MAP

TILLAMOOK, OREGON



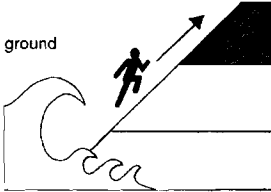
## IF YOU FEEL AN EARTHQUAKE:

- Drop, cover, and hold
- Move immediately inland to higher ground
- Do not wait for an official warning

## SI USTED SIENTE EL TEMBLOR:

- Tirese al suelo, cúbrase, y espere
- Dirijase de inmediato a un lugar más alto que el nivel del mar
- No espere por un aviso oficial

ASSEMBLY AREA **A** ÁREA REUNIÓN



**OUTSIDE HAZARD AREA:** Evacuate to this area for all tsunami warnings or if you feel an earthquake.

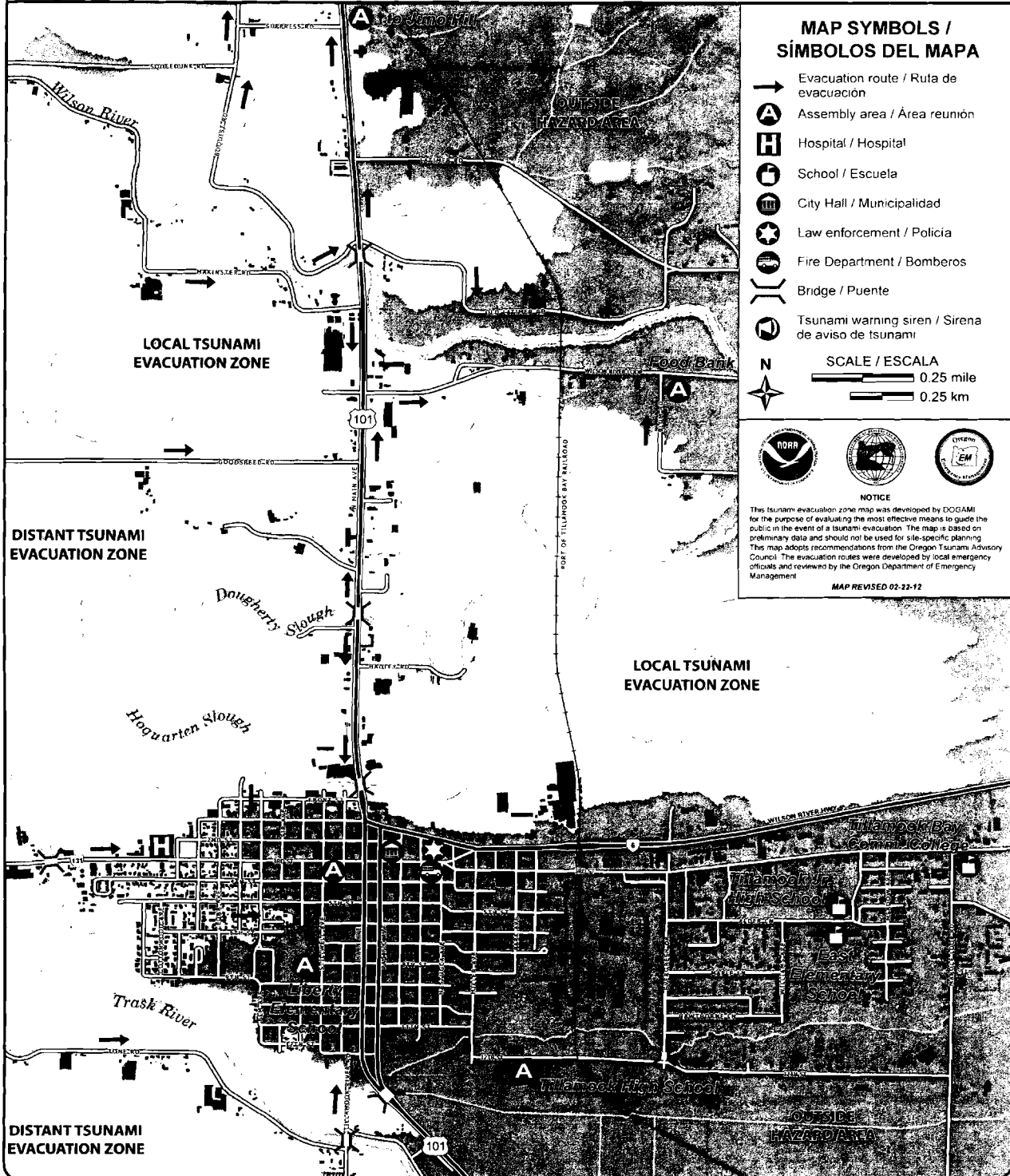
**LOCAL CASCADIA EARTHQUAKE AND TSUNAMI:** Evacuation zone for a local tsunami from an earthquake at the Oregon coast.

**DISTANT TSUNAMI:** Evacuation zone for a distant tsunami from an earthquake far away from the Oregon coast.

**ZONA DE PELIGRO EXTERIOR:** Evacue a esta área para todas las advertencias del maremoto o si usted siente un temblor

**MAREMOTO LOCAL (terremoto de Cascadia):** Zona de evacuación para un tsunami local de un temblor cerca de la costa de Oregon

**MAREMOTO DISTANTE:** Zona de evacuación para un tsunami distante de un temblor lejos de la costa de Oregon





**EVACUATION ROUTE**






**Tillamook**

**save your life —**  
Please read it and share it  
with your family and friends.



**EVACUATION MAP ON REVERSE**

Oregon Department of Geology and Mineral Industries  
 3225 State Street, Salem, OR 97301  
 P.O. Box 14370, Salem, OR 97309-5062  
 (503) 378-2911  
<http://www.oregon.gov/ODM/DEM/>

Tillamook Fire District  
 2310 4th Street  
 Tillamook, OR 97141  
 (503) 842-7587  
<http://www.tillamookfire.com/>


Tillamook Police Department  
 210 Laurel Avenue  
 Tillamook, OR 97141  
 (503) 815-2561  
<http://www.tillamookpolice.gov/police-department.html>

Oregon Department of Geology and Mineral Industries  
 800 NE Oregon Street #28, Suite 965  
 Portland, OR 97232  
 (971) 673-1555  
<http://www.oregongeology.org>

Nature of the Northwest Information Center  
 800 NE Oregon Street #28, Suite 177  
 Portland, OR 97232  
 (971) 673-2331  
<http://www.naturenw.org>

International Tsunami Information Center  
 737 Bishop Street, Suite 2200  
 Honolulu, HI 96813  
 (808) 532-6422  
<http://hdc.ioc-unesco.org>

Funded by the National Oceanic and Atmospheric Administration under ATLAS  
 contract number NA17CN0003 through the Oregon Department of Geology and Mineral  
 Industries in consultation with Tillamook County Emergency Services officials.



**TSUNAMI EVACUATION ROUTE**

**If you feel an earthquake, a tsunami may be coming...**

**WHAT TO DO:**

- DROP, COVER, HOLD until the earthquake is over; protect yourself
- MOVE IMMEDIATELY INLAND to high ground and away from low-lying coastal areas
- FOLLOW EVACUATION ROUTE SIGNS
- DO NOT WAIT for an official warning
- DO NOT FOOT if at all possible
- DO NOT PACK or delay
- DO NOT RETURN to the beach — large waves may continue to come onshore for several hours
- WAIT for an "all clear" from local emergency officials before returning to low-lying areas


**BE PREPARED!**

Assemble **emergency kits** with at least a 3-day supply for each family member:

- Local map showing safe evacuation routes to high ground.
- First-aid supplies, prescriptions and non-prescription medication.
- Water bottle and filtration or treatment supplies capable of providing 1 gallon per person per day.
- Non-perishable food (ready-to-eat meals, canned food, baby food, energy bars).
- Cooking and eating utensils, can opener, Sterno® or other heat source.
- Matches in water-proof container or lighter.
- Shelter (tent), sleeping bags, blankets.
- Portable radio, NOAA weather radio, flashlight, and extra batteries.
- Rain gear, sturdy footwear, extra clothing.
- Personal hygiene items (toilet paper, soap, toothbrush).
- Tools and supplies (pocket knife, shut-off wrench, duct tape, gloves, whistles, plastic bags).
- Cash

**How to help with tsunami awareness in your community**

- start a tsunami buddy system
- make and distribute emergency packs
- initiate or participate in a local preparedness program



**TSUNAMI HAZARD ZONE**  
IN CASE OF EARTHQUAKE GO TO HIGH GROUND OR INLAND

Look for these hazard zone signs and be ready to leave the area by following evacuation route signs.

**Local tsunamis**

A **local tsunami** can come onshore within 15 to 20 minutes after the earthquake — before there is time for an official warning from the national warning system. Ground shaking from the earthquake may be the only warning you have. Evacuate quickly!

**WHAT TO KNOW about tsunamis**

A **tsunami** is a series of sea waves, usually caused by a displacement of the ocean floor by an undersea earthquake. As tsunamis enter shallow water near land, they increase in height and can cause great loss of life and property damage.

Recent research suggests that tsunamis have struck the Oregon coast on a regular basis. They can occur any time, day or night. Typical wave heights from tsunamis occurring in the Pacific Ocean over the last 500 years have been 20–65 feet at the shoreline. However, because of local conditions a few waves may have been much higher — as much as 100 feet.

We distinguish between a tsunami caused by an undersea earthquake near the Oregon coast (a **local tsunami**) and an undersea earthquake far away from the coast (a **distant tsunami**).



**TSUNAMI EVACUATION ROUTE**

**WHAT TO DO for both local and distant tsunamis**

1. Evacuate on foot, if at all possible. Follow evacuation signs and arrows to an Assembly Area.\*
2. If you need help evacuating, tie something **white** (sheet or towel) to the front door knob. Make it large enough to be visible from the street. If the emergency is a distant tsunami, then help may arrive. In the event of a local tsunami, it is unlikely that anyone will help you, so make a plan and be prepared!
3. Stay away from potentially hazardous areas until you receive an **ALL CLEAR** from local officials. Tsunamis often follow river channels, and dangerous waves can persist for several hours. Local officials must inspect all flooded or earthquake-damaged structures before anyone can go back into them.
4. After evacuation, check with local emergency officials if you think you have special skills and can help, or if you need assistance locating lost family members.

\*Assembly areas (A) are shown on the map. Do not confuse Assembly Areas with Evacuation Centers, which are short-term help centers set up after a disaster occurs.

**Distant tsunamis**

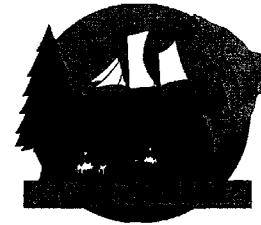
A **distant tsunami** will take 4 hours or more to come ashore. You will feel no earthquake, and the tsunami will generally be smaller than that from a local earthquake. Typically, there is time for an official warning and evacuation to safety.

Evacuation for a distant tsunami will generally be indicated by a **3-minute siren blast** (if your area has sirens) and an announcement over NOAA weather radio that the local area has been put into an official **TSUNAMI WARNING**.

In isolated areas along beaches and bays you may not hear a warning siren. Here, a **sudden change of sea level** should prompt you to move immediately to high ground. If you hear the 3-minute blast or see a sudden sea level change, first evacuate away from shoreline areas, then turn on your local broadcast media or NOAA weather radio for more information.

# Memo

City of Tillamook  
210 Laurel Avenue  
Tillamook, OR 97141



To: City Manager Paul Wyntergreen, Mayor Suzanne Weber  
From: David Mattison, *DM* City Planner  
Date: February 22, 2012  
Re: Tree City USA Recertification Requirements

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The following standards are the requirements for Tree City USA Recertification. Let me know if you have any questions.

**Standard 1: A Tree Board or Department**

List board members, and meeting dates for the past year; or name of city department and manager.

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**Standard 2: A Community Tree Ordinance**

Check One: ☐ Our ordinance as last submitted is unchanged and still in effect.  
☐ Our ordinance has been changed. The new version is attached.

**Standard 3: A Community Forestry Program with an Annual Budget of at Least \$2 Per Capita**

Total community forestry expenditures ..... \$ \_\_\_\_\_

Community populations ..... \_\_\_\_\_

Attach annual work plan outlining the work carried out during the past year. Attach breakdown of community forestry expenditures.

**Standard 4: An Arbor Day Observance and Proclamation**

Date observance was held \_\_\_\_\_

Attach program of activities and/or news coverage. Attach Arbor Day proclamation.

The Total community forestry expenditures listed in Standard 3 must be at least twice the City population.



# Oregon

John A. Kitzhaber, M.D., Governor

Department of Transportation  
Office of Innovative Partnerships  
3930 Fairview Industrial Dr. SE  
Salem, OR 97302  
Phone: (503) 986-3858  
[Art.James@odot.state.or.us](mailto:Art.James@odot.state.or.us)  
[Ashley.N.Horvat@odot.state.or.us](mailto:Ashley.N.Horvat@odot.state.or.us)

**DATE:** August 22, 2011

**TO:** Potential Electric Vehicle Fast-Charger Host Site

**FROM:** Art James, Project Director and  
Ashley Horvat, Project Analyst

**SUBJECT:** ODOT's Electric Vehicle (EV) Charging Program



On October 15, 2010, Governor Kulongoski, Senator Wyden, and Senator Merkley announced that US DOT awarded ODOT \$ 2 million in Transportation Infrastructure Generating Economic Recovery ("TIGER II") grant funds to install electric vehicle charging infrastructure in at a minimum of 22 communities (see attached map showing the targeted communities).

The project will create a widespread network of DC fast-chargers that will provide electric vehicles with charging opportunities along corridors radiating out from Oregon's major population centers. By stretching even further out from the planned rich charging environment in the Willamette Valley, this project will expand travel opportunities for EV owners. It will also promote longer trips in EVs because of the reduced charge time with these DC fast-chargers.

A firm named AeroVironment won the contract and is in the process of signing up host sites for the installations with their subcontracted site acquisition firm, Cascadia PM. The project is on a tight timeframe as all host site agreements must be approved by the Oregon Transportation Commission in November 2011.

If you are receiving this letter, it is because your property was determined to meet the eligibility requirements to host one of the EV fast charge installations. By agreeing to be a host, your business will be a pioneer in the **West Coast Electric Highway**, with media reports and websites pointing the way to your establishment. You will also become a destination for the growing number of EV drivers wanting to travel around the state without using a single drop of oil.

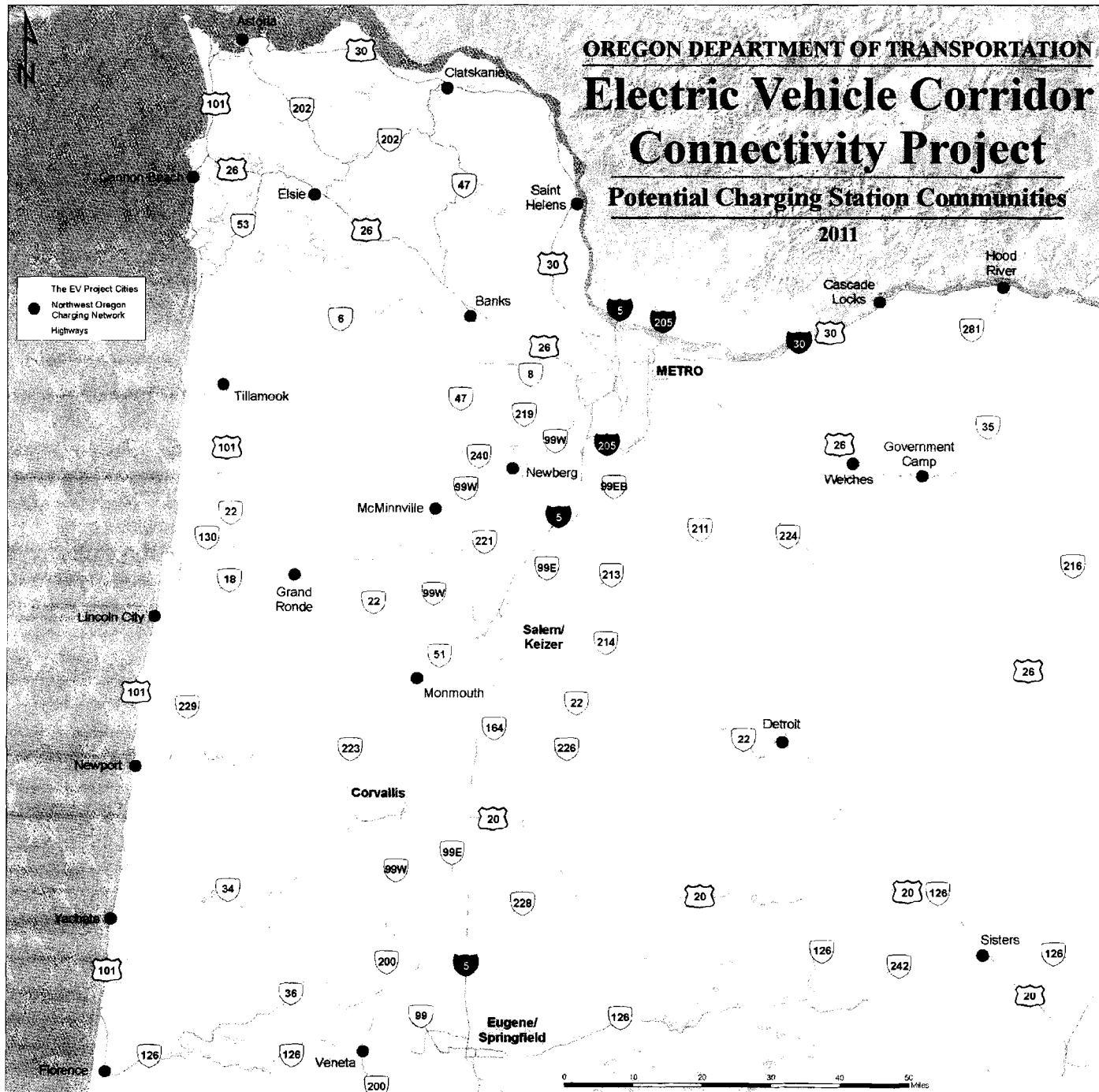
Perhaps more importantly, being a host site gives you the opportunity to "brand" your business as being part of the state's efforts to reduce reliance on imported petroleum and reduce green house gas emissions. This project has the full backing and support of

the Governor's office, our Congressional Delegation, US DOT, ODOT, and a diverse group of national and statewide stakeholders.

For more information on our efforts surrounding transportation electrification, please visit our website at, [http://www.oregon.gov/ODOT/HWY/OIPP/inn\\_ev-charging.shtml](http://www.oregon.gov/ODOT/HWY/OIPP/inn_ev-charging.shtml). If you have any questions or need more information about the project, do not hesitate to contact either:

**Art James** or  
Oregon Department of Transportation  
(503) 986-3858  
[Art.James@odot.state.or.us](mailto:Art.James@odot.state.or.us)

**Ashley Horvat**  
Oregon Department of Transportation  
(503) 986-0278  
[Ashley.N.Horvat@odot.state.or.us](mailto:Ashley.N.Horvat@odot.state.or.us)



# Accounts Payable

## Computer Check Proof List



User: adm  
Printed: 02/29/2012 - 11:32 AM

| Invoice No   | Description  | Amount  | Payment Date   | Acct Number   | Reference       |
|--|--|---|--|---|-----------------|
| Vendor:4934<br>11-1523   | A Affordable Carpet Cleaning S<br>City Hall janitorial services, Feb 2012<br>Check Total:  | 420.00<br>420.00                                      | 03/05/2012   | Check Sequence: 1<br>010-10-53240   | ACH Enabled: No |
| Vendor:4383<br>IN0005158   | Auto Additions, Inc.<br>E227835 Battery drain issue fixed-PD<br>Check Total:   | 264.00<br>264.00                                      | 03/05/2012   | Check Sequence: 2<br>010-07-53250   | ACH Enabled: No |
| Vendor:3075<br>920035  | Blumenthal Uniform & Equipment<br>2 Black pant-Wright<br>Check Total:  | 126.90<br>126.90                                      | 03/05/2012   | Check Sequence: 3<br>010-07-53410   | ACH Enabled: No |
| Vendor:4478<br>313245010-Feb '<br>313364492-Feb '<br>313436814-Feb '<br>313702676-Feb '<br>314146376-Feb ' | CenturyLink Communications, In<br>#313245010(503-842-7706) 12th St Lift St<br>#313364492(503-842-2091) Swr Lift Statio<br>#313436814(503-842-2578) Swr Lift St<br>#313702676(503-842-4155) WWTP<br>#314146376(503-842-3060) Filter Plant<br>Check Total: | 44.59<br>42.31<br>42.31<br>213.08<br>178.11<br>520.40 | 03/05/2012<br>03/05/2012<br>03/05/2012<br>03/05/2012<br>03/05/2012 | Check Sequence: 4<br>022-22-53420<br>022-22-53420<br>022-22-53420<br>022-22-53420<br>021-01-53420 | ACH Enabled: No |
| Vendor:4478<br>320019512-2/21/   | CenturyLink Communications, In<br>Long Distance Through 2/21/12<br>Check Total:  | 3.40<br>3.40  | 03/05/2012   | Check Sequence: 5<br>022-22-53420   | ACH Enabled: No |
| Vendor:4737<br>2.17.12<br>2.17.2012  | CNA Surety<br>Bond #0601585742224 City&USDA Rural Dev<br>Bond #0601585742224-1 City&USDA Rural De<br>Check Total:  | 2,225.00<br>2,225.00<br>4,450.00                      | 03/05/2012<br>03/05/2012   | Check Sequence: 6<br>021-02-53160<br>021-02-53160   | ACH Enabled: No |

| Invoice No                              | Description  | Amount                                 | Payment Date                           | Acct Number   | Reference       |
|---|--|--|--|---|-----------------|
| Vendor:4892<br>Feb 2012                 | Cheryl Davy<br>Council stipend Feb 21, 2012<br>Check Total:  | 25.00<br>25.00                         | 03/05/2012                             | Check Sequence: 7<br>010-01-53415                                 | ACH Enabled: No |
| Vendor:4514<br>88265<br>88269<br>88271  | EC Electrical Construction Co.<br>Replace pump panel-416 N Main<br>Locate main service disconnect<br>Check pump control panel-2 Main<br>Check Total: | 609.71<br>269.73<br>134.87<br>1,014.31 | 03/05/2012<br>03/05/2012<br>03/05/2012 | Check Sequence: 8<br>022-22-53470<br>022-22-53210<br>022-22-53470 | ACH Enabled: No |
| Vendor:4960<br>[100]                    | Michael Eubanks<br>Expert witness services-WWTP litigation<br>Check Total:   | 3,920.00<br>3,920.00                   | 03/05/2012                             | Check Sequence: 9<br>022-22-53370                                 | ACH Enabled: No |
| Vendor:4752<br>Feb 2012<br>Feb 23, 2012 | Steve Forster<br>Council stipend Feb 6 & 21, 2012<br>Reimb WWTP litigation mediation exp-SF<br>Check Total:  | 50.00<br>106.15<br>156.15              | 03/05/2012<br>03/05/2012               | Check Sequence: 10<br>010-01-53415<br>022-22-53370                | ACH Enabled: No |
| Vendor:0851<br>Gervasi 2/19/12          | Mark Gervasi<br>Reimb deposition expenses-Gervasi<br>Check Total:  | 269.99<br>269.99                       | 03/05/2012                             | Check Sequence: 11<br>022-22-53370                                | ACH Enabled: No |
| Vendor:0565<br>9756362852<br>9756362860 | Grainger, Inc.<br>Fuses-WWTP<br>Fuses-WWTP<br>Check Total:   | 45.04<br>50.76<br>95.80                | 03/05/2012<br>03/05/2012               | Check Sequence: 12<br>022-22-53210<br>022-22-53210                | ACH Enabled: No |
| Vendor:6038<br>Feb 2012                 | Matthew Harris<br>Council stipend Feb 6 & 21, 2012<br>Check Total:   | 50.00<br>50.00                         | 03/05/2012                             | Check Sequence: 13<br>010-01-53415                                | ACH Enabled: No |
| Vendor:4378<br>Feb 2012                 | Doug Henson<br>Council stipend Feb 6 & 21, 2012<br>Check Total:  | 50.00<br>50.00                         | 03/05/2012                             | Check Sequence: 14<br>010-01-53415                                | ACH Enabled: No |
| Vendor:4231<br>2964                     | Jeff Naegeli's Tillamook Plumb<br>Rpr sump pump plumbing-12th St Lift St.  | 266.65                                 | 03/05/2012                             | Check Sequence: 15<br>022-22-53220                                | ACH Enabled: No |

| Invoice No                                   | Description   | Amount                                 | Payment Date                           | Acct Number  | Reference       |
|--|---|--|--|--|-----------------|
|  | Check Total:  | 266.65                                 |  |  |                 |
| Vendor:4304<br>215120A                       | Kinsman Company, Inc.<br>(12) 18" imperial hanging planters<br>Check Total:   | 798.87<br>798.87                       | 03/05/2012                             | Check Sequence: 16<br>070-70-53375                                 | ACH Enabled: No |
| Vendor:0255<br>12546                         | League of Oregon Cities<br>Difficult Conversations class-SB&YU<br>Check Total:  | 300.00<br>300.00                       | 03/05/2012                             | Check Sequence: 17<br>021-02-53070                                 | ACH Enabled: No |
| Vendor:0920<br>31894                         | M.H. Welding<br>Construct 3 meter turnoff valves<br>Check Total:  | 259.34<br>259.34                       | 03/05/2012                             | Check Sequence: 18<br>021-02-53211                                 | ACH Enabled: No |
| Vendor:4472<br>CL79539<br>CL79539<br>CL79539 | Marc Nelson Oil Products<br>01-0006091, Wtr fuel 2/1 to 2/15/12<br>01-0006091, Street fuel 2/1 to 2/15/12<br>01-0006091, WWTP fuel 2/1 to 2/15/12<br>Check Total: | 667.63<br>423.82<br>265.40<br>1,356.85 | 03/05/2012<br>03/05/2012<br>03/05/2012 | Check Sequence: 19<br>021-03-53140<br>020-20-53140<br>022-22-53140 | ACH Enabled: No |
| Vendor:0958<br>Feb 2012                      | Joseph Martin<br>Council stipend Feb 6 & 21, 2012<br>Check Total:   | 50.00<br>50.00                         | 03/05/2012                             | Check Sequence: 20<br>010-01-53415                                 | ACH Enabled: No |
| Vendor:4957<br>85383<br>85386                | Moore, Henderson & Thomas, Inc<br>Original transcript-Todd Hartman-WWTP<br>Original transcript-Justin Grafton-WWTP<br>Check Total:                                | 1,599.90<br>959.30<br>2,559.20         | 03/05/2012<br>03/05/2012               | Check Sequence: 21<br>022-22-53370<br>022-22-53370                 | ACH Enabled: No |
| Vendor:4489<br>3778                          | New Age Car Wash<br>1 truck wash-WWTP<br>Check Total:   | 9.00<br>9.00                           | 03/05/2012                             | Check Sequence: 22<br>022-22-53250                                 | ACH Enabled: No |
| Vendor:4041<br>29004                         | Northstar Chemical, Inc.<br>2550 gal bulk sodium hypochlorite-WWTP<br>Check Total:  | 4,018.00<br>4,018.00                   | 03/05/2012                             | Check Sequence: 23<br>022-22-53040                                 | ACH Enabled: No |



| Invoice No  | Description  | Amount                                  | Payment Date   | Acct Number  | Reference       |
|---|--|---|--|--|-----------------|
| Vendor:6003<br>178063<br>178064<br>178065               | Oce Imagistics<br>Copies W3522-Front, 1/18 to 2/18/12<br>Copies WZB45-CR, 1/18 to 2/18/12<br>Copies W2522-PD, 1/18 to 2/18/12<br>Check Total:                                      | 126.29<br>9.66<br>45.56<br>181.51       | 03/05/2012<br>03/05/2012<br>03/05/2012               | Check Sequence: 24<br>010-10-53240<br>010-10-53240<br>010-10-53240                 | ACH Enabled: No |
| Vendor:4081<br>564981<br>625930<br>625930               | OfficeMax Incorporated<br>(2) Expo Dry Erase sets-Wtr Div<br>Precise black & Cristal blue pens-Wilson<br>(3) 24 ct 45 gal trash bags-City Hall<br>Check Total:                     | 9.22<br>9.63<br>15.00<br>33.85          | 03/05/2012<br>03/05/2012<br>03/05/2012               | Check Sequence: 25<br>021-02-53270<br>010-03-53270<br>010-10-53230                 | ACH Enabled: No |
| Vendor:0389<br>02.28.12<br>2.13.12<br>2.28.12<br>2.6.12 | Petty Cash-City of Tillamook<br>Per Diem-CIS Rist Mgmt training-YU<br>Coffee filters-breakroom<br>TURA overnight postage loan docs<br>Disinfectant wipes-City Hall<br>Check Total: | 32.00<br>2.59<br>12.95<br>9.99<br>57.53 | 03/05/2012<br>03/05/2012<br>03/05/2012<br>03/05/2012 | Check Sequence: 26<br>010-03-53380<br>010-10-53230<br>010-03-53300<br>010-10-53230 | ACH Enabled: No |
| Vendor:4925<br>2420                                     | R Brown Consulting Group, LLC<br>WWTP litigation consult-Jan '12/Dec Cr.<br>Check Total:   | 26,729.00<br>26,729.00                  | 03/05/2012   | Check Sequence: 27<br>022-22-53370   | ACH Enabled: No |
| Vendor:4391<br>Mar 2012                                 | Robert W. Riggert<br>Property Purchase Pmt #77/2302 3rd St<br>Check Total:   | 2,108.00<br>2,108.00                    | 03/05/2012   | Check Sequence: 28<br>010-07-54050   | ACH Enabled: No |
| Vendor:4346<br>2012-1-97141                             | RoseRush Services, LLC<br>2012 tech support renewal-Shelter Pro-PD<br>Check Total:   | 295.00<br>295.00                        | 03/05/2012   | Check Sequence: 29<br>010-07-53240   | ACH Enabled: No |
| Vendor:4728<br>Feb 2012                                 | John Sandusky<br>Council stipend Feb 6 & 21, 2012<br>Check Total:  | 50.00<br>50.00                          | 03/05/2012   | Check Sequence: 30<br>010-01-53415   | ACH Enabled: No |
| Vendor:0505<br>135620<br>84790<br>85206                 | Tillamook Motor Company<br>PD-Tahoe bulb<br>PD-E241035-Lube,oil&filter serv.<br>PD-Ranger-Rplc ball joint&hub seals,lube   | 2.75<br>42.95<br>305.74                 | 03/05/2012<br>03/05/2012<br>03/05/2012               | Check Sequence: 31<br>010-07-53250<br>010-07-53250<br>010-07-53250                 | ACH Enabled: No |

| Invoice No      | Description                              | Amount    | Payment Date | Acct Number        | Reference       |
|-----------------|--|-----------|--------------|--------------------|-----------------|
|                 | Check Total:                             | 351.44    |              |                    |                 |
| Vendor:0510     | Tillamook PUD                            |           |              | Check Sequence: 32 | ACH Enabled: No |
| Feb '12 Stmt-1  | 12874-512, 3497 Kephart Rd Wtr Dept      | 40.53     | 03/05/2012   | 021-05-58110       |                 |
| Feb '12 Stmt-10 | 19915-515, Lift Station Front Street     | 55.44     | 03/05/2012   | 022-22-53430       |                 |
| Feb '12 Stmt-11 | 74209-515, City Lights                   | 2,601.00  | 03/05/2012   | 020-20-53430       |                 |
| Feb '12 Stmt-12 | 20215-515, 108 Birch                     | 120.42    | 03/05/2012   | 020-20-53430       |                 |
| Feb '12 Stmt-13 | 20216-515, 108 Birch                     | 23.33     | 03/05/2012   | 020-20-53430       |                 |
| Feb '12 Stmt-14 | 20217-515, 116 Birch-Warehouse           | 31.98     | 03/05/2012   | 021-02-53240       |                 |
| Feb '12 Stmt-15 | 20218-515, 116 Birch-Warehouse           | 52.17     | 03/05/2012   | 021-02-53240       |                 |
| Feb '12 Stmt-16 | 20274-515, 4th & Main-Traffic Lights     | 40.56     | 03/05/2012   | 020-20-53430       |                 |
| Feb '12 Stmt-17 | 20304-515, 3rd & Main-Signals            | 30.59     | 03/05/2012   | 020-20-53430       |                 |
| Feb '12 Stmt-18 | 20306-515, 3rd & Pacific Signals         | 28.81     | 03/05/2012   | 020-20-53430       |                 |
| Feb '12 Stmt-19 | 20414-515, 210 Laurel Ave, City Hall     | 405.80    | 03/05/2012   | 010-10-53430       |                 |
| Feb '12 Stmt-2  | 15557-508, Lift Station 12th & Laurel    | 668.39    | 03/05/2012   | 022-22-53430       |                 |
| Feb '12 Stmt-20 | 20415-515, 210 Laurel Ave, City Hall     | 269.84    | 03/05/2012   | 010-10-53430       |                 |
| Feb '12 Stmt-21 | 20432-515, 1st & Main Avenue             | 42.73     | 03/05/2012   | 020-20-53430       |                 |
| Feb '12 Stmt-22 | 35062-515, Marine Park Front Street      | 23.13     | 03/05/2012   | 020-20-53430       |                 |
| Feb '12 Stmt-23 | 35427-509, Brookfield Rd Lift Station    | 113.59    | 03/05/2012   | 022-22-53430       |                 |
| Feb '12 Stmt-24 | 53747-501, Wilson Rv Lp & Hwy 101 N Sgnl | 66.30     | 03/05/2012   | 020-20-53430       |                 |
| Feb '12 Stmt-25 | 65596-510, 2302 3rd St, Police Station   | 128.70    | 03/05/2012   | 010-07-53420       |                 |
| Feb '12 Stmt-26 | 75272-515, 210 Laurel, Transit Cntr      | 153.28    | 03/05/2012   | 010-10-53430       |                 |
| Feb '12 Stmt-27 | 78075-507, 845 3rd St, WWTP              | 3,815.33  | 03/05/2012   | 022-22-53430       |                 |
| Feb '12 Stmt-28 | 6779-401, 7995 Killam Crk Rd             | 205.40    | 03/05/2012   | 021-04-53430       |                 |
| Feb '12 Stmt-29 | 85596, 1815 1st, pkg lot                 | 48.41     | 03/05/2012   | 020-20-53430       |                 |
| Feb '12 Stmt-3  | 16663-510, Restrooms Goodspeed Park      | 41.35     | 03/05/2012   | 020-20-53430       |                 |
| Feb '12 Stmt-4  | 16664-510, Goodspeed Park                | 23.26     | 03/05/2012   | 020-20-53430       |                 |
| Feb '12 Stmt-5  | 16709-510, 4th & Pacific signals         | 33.82     | 03/05/2012   | 020-20-53430       |                 |
| Feb '12 Stmt-6  | 17498-511, Meadow Avenue                 | 36.20     | 03/05/2012   | 022-22-53430       |                 |
| Feb '12 Stmt-7  | 17975-511, 3610 Alder Lane Well #3       | 1,887.83  | 03/05/2012   | 021-05-58130       |                 |
| Feb '12 Stmt-8  | 17990-511, 3809 Alder Lane Well #2       | 1,115.18  | 03/05/2012   | 021-05-58120       |                 |
| Feb '12 Stmt-9  | 18512-512, 9th Street Park               | 29.67     | 03/05/2012   | 020-20-53430       |                 |
|                 | Check Total:                             | 12,133.04 |              |                    |                 |
| Vendor:4381     | Suzanne Weber                            |           |              | Check Sequence: 33 | ACH Enabled: No |
| Feb 2012        | Council stipend Feb 6 & 21, 2012         | 50.00     | 03/05/2012   | 010-01-53415       |                 |
|                 | Check Total:                             | 50.00     |              |                    |                 |
|                 | Total for Check Run:                     | 62,973.23 |              |                    |                 |
|                 | Total Number of Checks:                  | 33        |              |                    |                 |